

ZONING REVIEW SHEET**CASE:** C814-88-0001.09**Z.A.P. DATE:** February 6, 2007**ADDRESS:** 3300 - 3328 Block of North Capital of Texas Highway**OWNER:** Robert D. Wunsch**AGENT:** Waterstone Development
(Theresa Canchola)**REZONING FROM:** PUD (Planned unit development)**TO:** PUD (Planned unit development)

The proposed change will modify the daily vehicle trips approved by the Traffic Impact Analysis (TIA), modify the impervious cover on slopes, floor to area ratio, maximum height, and maximum building square footage allowed.

AREA: 1.745 Acres**SUMMARY ZONING AND PLATTING COMMISSION RECOMMENDATION:***February 6, 2007:****APPROVED STAFF'S RECOMMENDATION FOR PUD ZONING; BY CONSENT.******[J.MARTINEZ, T.RABAGO 2ND] (9-0)*****SUMMARY STAFF RECOMMENDATION:**

Staff recommends with conditions the rezoning from PUD to PUD to modify the daily vehicle trips approved by the Traffic Impact Analysis (TIA), modify the impervious cover on slopes, floor to area ratio, maximum height, and maximum building square footage allowed. The recommended conditions are as follows:

1. The daily vehicle trips shall not exceed 2,137 trips per day;
2. This site shall be subject to all of the conditions assumed in the original TIA which covered the original PUD;
3. The proposed land uses do not conflict with the prohibited land uses under Ordinance No. 20050825-040 and all other conditions as outlined in the Ordinance shall remain;
4. The impervious cover on slopes shall be as described in Sheet 22 of the revised Land Plan (Please see Attachment A);
5. The maximum height of a building shall not exceed 47 feet measured from the finished floor elevation to the midpoint of the highest gable of the roof;
6. The maximum square footage shall be 8,000 gross square feet; and
7. The maximum Floor to Area Ratio shall be 0.11:1.

The Staff recommendation is based on the following considerations:

- 1.) The proposed land uses are compatible proposed commercial development as approved in Ordinance No. 20050825-040;
- 2.) The proposed modifications will not infringe on the development intent as approved by Ordinance No. 20050825-040;
- 3.) Recommended conditions will yield a superior development vs. traditional rezoning; and
- 4.) All other terms and conditions in of Ordinance No. 20050825-040 shall remain in place.

DEPARTMENT COMMENTS:

The subject rezoning area consists of an undeveloped 1.745 acre site along Capital of Texas Highway and Westlake Drive zoned PUD. The property was rezoned as part of a larger PUD on August 25, 2005 by Ordinance No. 20050825-040. (Please see Attachment B). The applicant seeks to modify certain conditions of the PUD to allow for a modification to the daily vehicle trips approved by the TIA, modify the impervious cover on slopes, floor to area ratio, maximum height, and maximum building square footage. The original TIA allowed for 6,720 vehicle trips per day for the entire PUD site. The site lies within a scenic roadway.

The applicant has also reached an agreement with the neighborhood on proposed land uses via a private restrictive covenant allowing the proposed use and square footage. The original restrictive covenant under Document No. 2005179919, set forth detailed site and development standards for the property (Please see Attachment C). The amendment to the restrictive covenant modifies such provisions and allows for the proposed development to occur. (Please see Attachment D).

EXISTING ZONING AND LAND USES:

	ZONING	LAND USES
<i>Site</i>	PUD	Undeveloped land
<i>North</i>	PUD	Undeveloped land
<i>South</i>	SF-2	Undeveloped land
<i>East</i>	SF-1 / RR	Single family residences / Undeveloped land
<i>West</i>	PUD	Undeveloped land

NEIGHBORHOOD PLAN: N/A**TIA:** Waived; See Transportation comments**WATERSHED:** Lake Austin**DESIRED DEVELOPMENT ZONE:** Yes**CAPITOL VIEW CORRIDOR:** N/A**SCENIC ROADWAY:** Yes**NEIGHBORHOOD ORGANIZATIONS:**

153--Rob Roy Home Owners' Association Inc.
 331--Bunny Run Neighborhood Assn.
 434--Lake Austin Business Owners
 605--City of Rollingwood
 965--Old Spicewood Springs Rd. Neighborhood Assn.
 786--Home Builders Association of Greater Austin

SCHOOLS:

Eanes Independent School District

- Bridge Point Elementary School
- Hill Country Middle School
- Westlake High School

RELATED CASES:

NUMBER	REQUEST	COMMISSION	CITY COUNCIL
C814-88-0001.08	PUD to PUD	01/04/05: APVD PUD W/SF-6 DEV REGS & OTHER CONDS (5-	08/18/05: APVD PUD (7-0); 1ST RDG

		4, CH/BB/JM/IP-NO)	08/25/05: APVD PUD TO CHANGE COND W/1302TPD BY CONSENT (7-0); 2ND/3RD RDGS
C814-88-0001.01	PUD	11/01/88: APVD PUD W RECS.	02/15/88: APVD PUD (5-0); 1ST RDG; APVD PC'S RECS 02/02/89: APVD PUD (5-0); 2ND/3RD RDGS

CASE HISTORIES: N/A

ABUTTING STREETS:

NAME	ROW	PAVEMENT	CLASSIFICATION	SIDEWALKS	CAPITAL METRO	BICYCLE PLAN
Capital of Texas Highway	Varies	Varies	Arterial	No	No	Yes
Westlake Drive	Not Constructed	Not Constructed	Collector	Yes	No	No

CITY COUNCIL DATE:
March 22, 2007

ACTION:

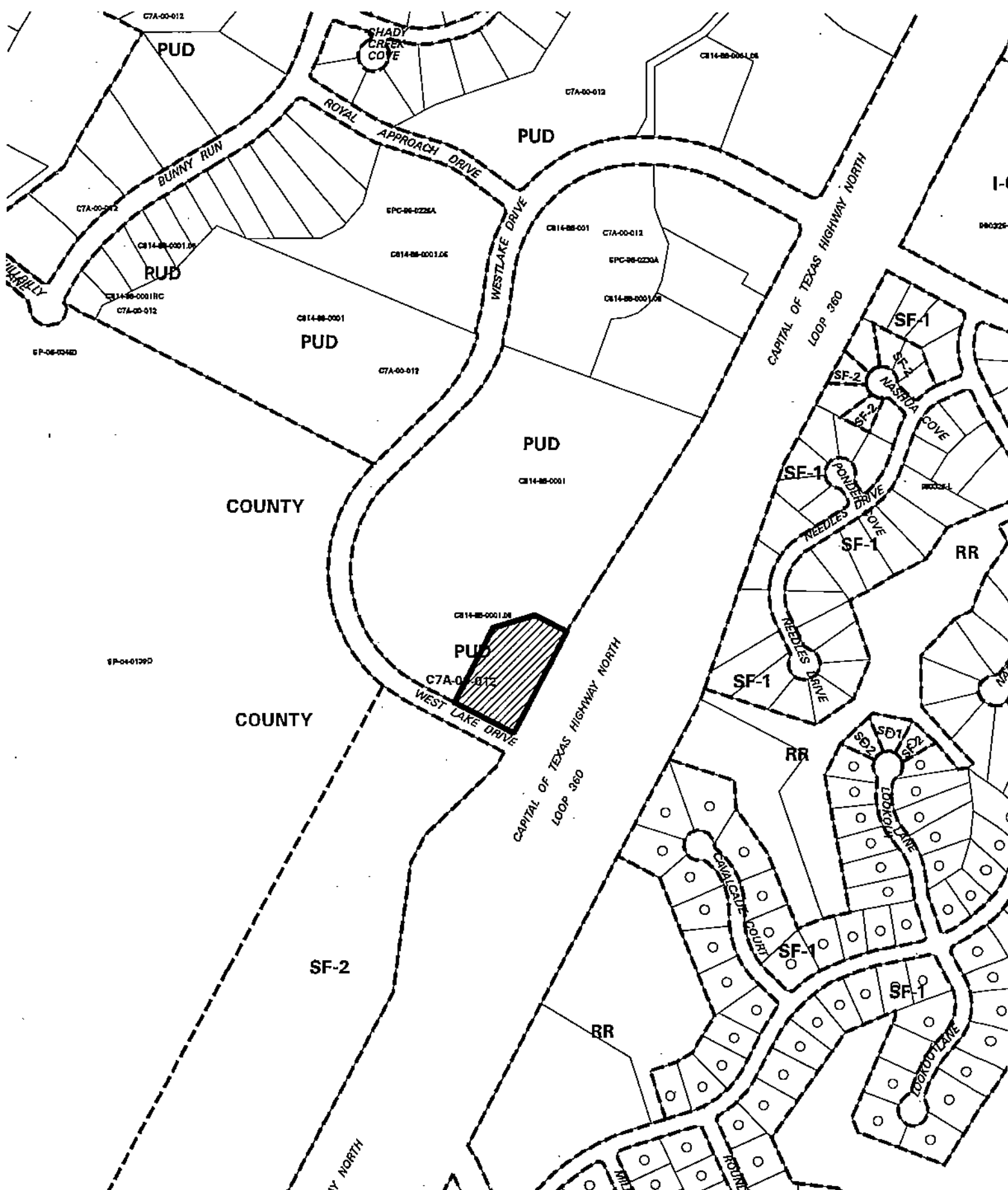
ORDINANCE READINGS: 1st 2nd 3rd



ORDINANCE NUMBER:

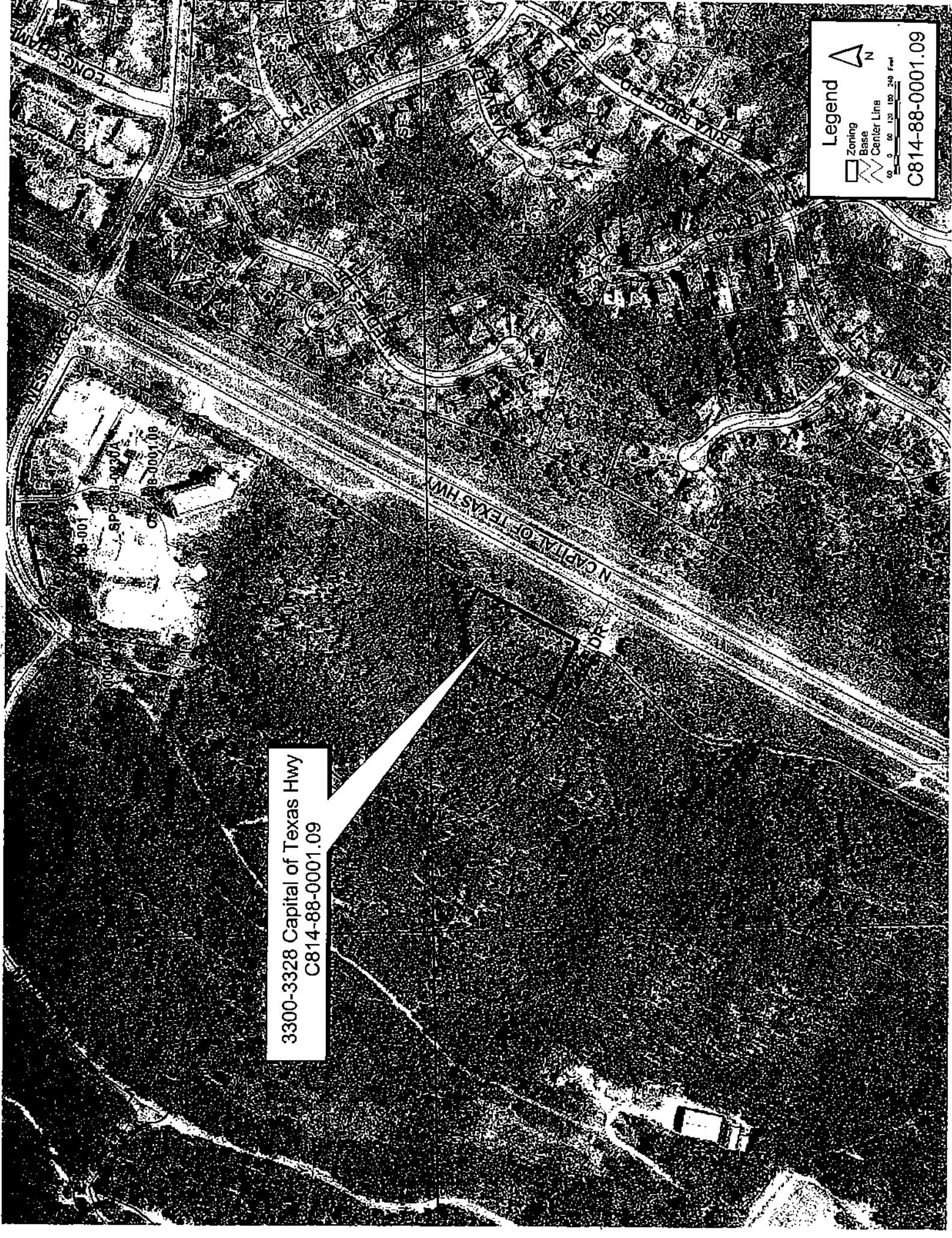
CASE MANAGER: Jorge E. Rousselin, NPZD .

PHONE: 974-2975

E-MAIL: jorge.rousselin@ci.austin.tx.us



 1" = 400'	SUBJECT TRACT		PLANNED UNIT DEVELOPMENT		CITY GRID REFERENCE NUMBER
	PENDING CASE	• • • • •			
	ZONING BOUNDARY	- - - - -	CASE #:	DATE:	
	CASE MGR: J. ROUSELLIN		ADDRESS: 3300 - 3328 BLOCK OF N	INTLS: SM	
			CAPITAL OF TEXAS HWY		
		SUBJECT AREA (acres): 1.745			



3300-3328 Capital of Texas Hwy
C814-88-0001.09

Legend

- Zoning
- Base
- Center Line

0 50 100 200 Feet

C814-88-0001.09

STAFF RECOMMENDATION

Staff recommends with conditions the rezoning from PUD to PUD to modify the daily vehicle trips approved by the Traffic Impact Analysis (TIA), modify the impervious cover on slopes, floor to area ratio, maximum height, and maximum building square footage allowed. The recommended conditions are as follows:

1. The daily vehicle trips shall not exceed 2,137 trips per day;
2. This site shall be subject to all of the conditions assumed in the original TIA which covered the original PUD;
3. The proposed land uses do not conflict with the prohibited land uses under Ordinance No. 20050825-040 and all other conditions as outlined in the Ordinance shall remain;
4. The impervious cover on slopes shall be as described in Sheet 22 of the revised Land Plan;
5. The maximum height of a building shall not exceed 47 feet measured from the finished floor elevation to the midpoint of the highest gable of the roof;
6. The maximum square footage shall be 8,000 gross square feet; and
7. The maximum Floor to Area Ratio shall be 0.11:1.

The Staff recommendation is based on the following considerations:

- 1.) The proposed land uses are compatible proposed commercial development as approved in Ordinance No. 20050825-040;
- 2.) The proposed modifications will not infringe on the development intent as approved by Ordinance No. 20050825-040;
- 3.) Recommended conditions will yield a superior development vs. traditional rezoning; and
- 4.) All other terms and conditions in of Ordinance No. 20050825-040 shall remain in place.

BASIS FOR RECOMMENDATION

1. *The Planned Unit Development District (PUD) is intended for large or complex developments under unified control planned as a single contiguous project. The PUD is intended to allow single or multi-use projects within its boundaries and provide greater flexibility for development proposed within the PUD.*

The modifications to the PUD propose a modification to the approved commercial use. The proposed modification will also provide a flexibility of site development standards which will allow the proposed use to be developed.

2. *The PUD land use plan establishes minimum and maximum development standards required by the PUD ordinance. These standards include residential density limitations; maximum floor-to-area ratios for non-residential development; maximum building height; lot size and width; and setbacks.*

The recommended conditions address development standards that retain the intent of the original PUD ordinance while establishing specific site development regulations.

EXISTING CONDITIONS**Site Characteristics**

The subject rezoning area consists of an undeveloped 1.745 acre site along Capital of Texas Highway and Westlake Drive zoned PUD. The property was rezoned as part of a larger PUD on August 25, 2005 by Ordinance No. 20050825-040. (Please see Attachment A). This site lies within a scenic roadway. to the public R-O-W.

Drainage Construction - KEVIN SELFRIDGE 974-2706

October 24, 2006

DC. 1 Release of this application does not constitute a verification of all data, information and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not the application is reviewed for Code compliance by City engineers.

DC 2. DC has no comments. Detailed comments regarding drainage and detention will be made during the part B or consolidated site plan process.

Electric - DAVID LAMBERT 322-6109
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EL 1. Comments clear.

Environmental - MANUEL DEL LLANO 974-3410
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October 24, 2006

ENVIRONMENTAL REVIEW – SIGN OFF

EV 1. The applicant has only submitted the Site Summary Table showing a reduction of 0.01 acres in the 25 to 35% slope category and a reduction of 0.02 acres in the in the 15 to 25% slope category. This 0.03 acres reduction in the slopes 15 to 35% slope category has been added to the slope 0 to 15% category. The red line copy of revised Site Summary tables does not show the overall total acreage by slope category.

EV 2. Please revise the Site Summary Table to show the overall total by slope category.

EV 3. All comments are informally cleared.

Site Plan - SUE WELCH 974-3294

SP 1. Please make sure the totals are correct on page 22. Also, be sure to count any canopies as building coverage (all roofed and covered spaces).

Transportation - EMILY BARRON 974-2788

TR 1. The original TIA permitted 6,720 trips per day for the PUD overall. With the proposed change to lot D-1A the PUD, overall, will generate approximately 3,771 trips per day. The TIA was waived for this revision because of the significantly reduced trips from the earlier application. The previous revision to the PUD application (C814-88-0001.08) limited the subject tract, D-1A, to 1,302 trips per day. The applicant proposes to construct an 8 pump gas station, a 1,470sf fast food restaurant, and 3,714sf office. With this proposal the tract will generate approximately 2,137 trips per day. With this addition the site is still considerably under the originally approved trips for the overall PUD. This site is still subject to all of the conditions assumed in the original TIA.

TR 2. No additional right-of-way is required.

Water Quality - KEVIN SELFRIDGE 974-2706

October 24, 2006

Acceptance or approval of this application does not constitute a verification of all data, information and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not the application is reviewed for Code compliance by City engineers.

WQ 1. WQ has no comments. Detailed review regarding water quality and two-year detention will be conducted during the site development review process . [LDC 25-8-211, 25-7-62]

Zoning/Land Use - JORGE E. ROUSSELIN 974-2975

ZN1. Please provide justification for the PUD revision as to how the revision is superior to current land development code requirements [Please refer to the City of Austin Land Development Code Section 25-2-144].

- ZN2. There is an existing restrictive covenant addressing land uses and FAR. Please demonstrate how the restrictions are being met.
- ZN3. Please provide an updated land plan addressing location of land uses and proposed modifications.
- ZN4. Comments clear 01/30/07.

PROJECT OWNER:
PROTESTANT EPISCOPAL SCHOOL COUNCIL
2909 BUNNY RUN
AUSTIN, TX 78748

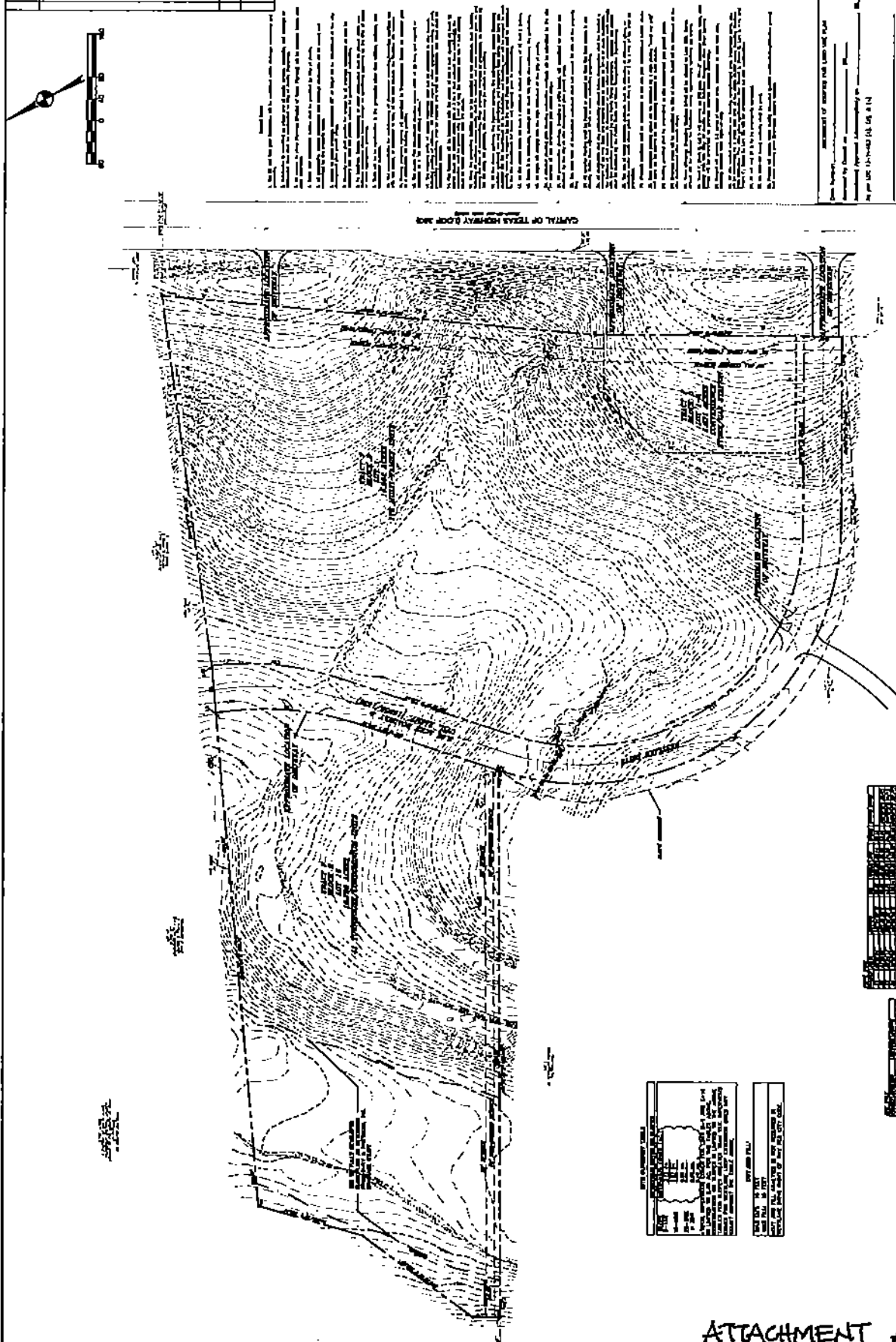
PROJECT NO. 6874-88-000001	
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
PROJECT NAME	
PROJECT LOCATION	
PROJECT SCALE	
PROJECT STATUS	

TRACT F SECTION 4
BLOCK D LOT 1 & BLOCK E LOT 16
GABLES RESIDENTIAL

DAVENPORT RANCH WEST PUD.

by **Bury+Partners**
Landscape Architects and Engineers
10000 N. Mopac Expressway, Suite 200
Austin, TX 78753
Phone: 512.336.1111
Fax: 512.336.1112
www.burypartners.com

CONCEPTUAL SITE PLAN



ATTACHMENT A

TRACT F SECTION 4 BLOCK D LOTS 1, 1-A & BLOCK E LOT 16

DEVELOPMENT	BLK	LOT	DEVELOPMENT TYPE
BLK D	1	1	WALSH-FAULT
BLK D	1	1-A	WALSH-FAULT
BLK E	1	16	WALSH-FAULT

BLK	LOT	AREA/AC	WALSH-FAULT	WALSH-FAULT	TOTAL
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK E	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC

ORDINANCE CALCULATIONS

BLK	LOT	AREA/AC	WALSH-FAULT	WALSH-FAULT	TOTAL
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK E	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC

BLK	LOT	AREA/AC	WALSH-FAULT	WALSH-FAULT	TOTAL
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
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BLK E	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC

BLK	LOT	AREA/AC	WALSH-FAULT	WALSH-FAULT	TOTAL
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK E	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC

BLK	LOT	AREA/AC	WALSH-FAULT	WALSH-FAULT	TOTAL
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK E	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC

BLK	LOT	AREA/AC	WALSH-FAULT	WALSH-FAULT	TOTAL
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK E	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC

Development West PUD - Tract F - Addition of Impervious Cover

BLK	LOT	AREA/AC	WALSH-FAULT	WALSH-FAULT	TOTAL
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK D	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC
BLK E	1	16.81 AC	16.81 AC	16.81 AC	16.81 AC

TRACT F SECTION 4
BLOCK D LOTS 1, 1-A & BLOCK E LOT 16
GABLES RESIDENTIAL

Case Number: _____
Amendment Approved Administration on _____
At per LDC 25-7-403

Neighborhood Planning and Zoning Department

22
22

ORDINANCE NO. 20050825-040

AN ORDINANCE AMENDING ORDINANCE NO. 890202-B TO MODIFY THE LAND USE PLAN, TO REZONE AND CHANGE THE ZONING MAP FROM PLANNED UNIT DEVELOPMENT (PUD) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT FOR LAND KNOWN AS THE DAVENPORT RANCH WEST PLANNED UNIT DEVELOPMENT LOCATED AT 3100-3320 NORTH CAPITAL OF TEXAS HIGHWAY (LOOP 360).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Davenport Ranch West planned unit development ("Davenport PUD") is comprised of approximately 444.33 acres of land located generally in the vicinity of Westlake Drive and Loop 360 and more particularly described by metes and bounds in the Land Use Plan incorporated into Ordinance No. 890202-B.

PART 2. Davenport PUD was approved February 2, 1989, under Ordinance No. 890202-B (the "Original PUD Ordinance"), and amended under Ordinances No. 010719-28, No. 010719-115, and No. 021205-17.

PART 3. The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from planned unit development (PUD) district to planned unit development (PUD) district on the property described by metes and bounds in Ordinance No. 890202-B as approximately 444.33 acres of land that includes the following property described in Zoning Case No. C814-88-0001.08, as follows:

A 31.844 acre tract of land, more or less, out of the Burke Trammell Survey No. 3 and the Antonio Rodriguez Survey No. 4 in Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this ordinance (the "Property"),

the 31.844 acres being generally known as the Gables at Westlake project in the Davenport Ranch West planned unit development, locally known as the property located at 3100-3320 North Capital of Texas Highway (Loop 360), in the City of Austin, Travis County, Texas, and generally identified in the map attached as Exhibit "A".

PART 4. This ordinance, together with the attached Exhibits "A" and "B", shall constitute the land use plan for the Davenport PUD (the "PUD") created by this ordinance. The PUD shall conform to the limitations and conditions set forth in the ordinance and the Davenport

Ranch West planned unit development land use plan (the "PUD land use plan") on record at the Neighborhood Planning and Zoning Department in File No. C814-88-0001.08. If this ordinance and the attached exhibits conflict, the ordinance applies. Except as otherwise specifically provided by this ordinance, all other rules, regulations and ordinances of the City in effect on the effective date of this ordinance apply to the PUD.

PART 5. Certain Terms Defined.

Tract D-1 means Tract F, Block D, Lot 1, as shown on the PUD land use plan attached as Exhibit B.

Tract D-1A means Tract F, Block D, Lot 1-A, as shown on the PUD land use plan attached as Exhibit B.

Tract E-16 means Tract F, Block E, Lot 16, as shown on the PUD land use plan attached as Exhibit B.

PART 6. The attached exhibits on file with the City of Austin Neighborhood Planning and Zoning Department in File No. C814-88-0001.08 are incorporated into this ordinance in their entirety as though set forth fully in the text of this ordinance. Exhibit H of Ordinance No. 890202-B is amended as shown on Exhibit B of this ordinance. The attached exhibits are as follows:

Exhibit A: Description of 31.844 acres and zoning map

Exhibit B: Amended Davenport PUD land use plan

PART 7. In accordance with Section 25-2-411(A) (*Planned Unit Development District Regulations*) of the City Code, the following regulations apply to the PUD instead of otherwise applicable City Code regulations.

- (A) Cut and fill over four feet shall be structurally contained.
- (B) Native grass/wildflower mix shall be used for restoration of disturbed natural area, including vegetative filter strips.
- (C) Replacement trees shall be Class I trees.
- (D) Water quality facilities are subject to Code requirements as of the date of this ordinance.

- (E) A minimum of 9.0 acres shall be provided for Hill Country Natural Area.
- (F) At the time an application for approval of a site plan is submitted for development of the Property, or any portion of the Property, an Integrated Pest Management (IPM) plan shall be submitted to the Watershed Protection and Development Review Department for review and approval. The IPM plan shall comply with the guidelines in Section 1.6.9.2 (D) and (F) of the Environmental Criteria Manual that are in effect on the date of this ordinance.
- (G) Except as otherwise provided in this part, development of (i) Tract D-1 shall be in compliance with multifamily residence low density (MF-2) district site development regulations, (ii) Tract D-1A shall be in compliance with community commercial (GR) district site development regulations, and (iii) Tract E-16 shall comply with townhouse and condominium residence (SF-6) district site development regulations. If the regulations of this Part 7, Section (G) conflict with the Capital of Texas Highway Corridor regulations (Loop 360 Ordinance), as referenced on the original PUD land use plan of Ordinance No. 890202-B, the regulations of the Loop 360 Ordinance shall control.
- (H) The following regulations apply to Tract E-16.
1. All permitted and conditional townhouse and condominium residence (SF-6) uses are permitted and conditional uses of the tracts.
 2. The maximum number of townhouse and condominium residential units is 41.
 3. The maximum height of a building or structure is 35 feet from ground level as measured by the Code as of the date of this ordinance.
- (I) The following regulations apply to Tract D-1.
1. All permitted and conditional multifamily residence low density (MF-2) uses are permitted and conditional uses of the tract.
 2. The maximum number of multifamily residential units is 175 and the minimum number of residential units is three per lot.

3. Except as provided in Subsection 3, the maximum height of a building or structure is 47 feet measured from the finished floor elevation to the midpoint of the highest gable of the roof.
4. The maximum height of a building or structure used as a community recreation (private) use is 30 feet from the finished floor elevation to the midpoint of the highest gable of the roof.

(J) The following regulations apply to Tract D-1A.

1. Vehicular access from Tract D-1A may be to Loop 360 and Westlake Drive.
2. Except as provided in Subsection 3, all permitted and conditional community commercial (GR) uses are permitted uses and conditional uses of the tract.
3. The following uses are prohibited uses of the tract:

Pawn shop services	Off site accessory parking
Hotel-motel	Funeral services
Commercial off-street parking	Automotive rentals
Automotive repair services	Automotive sales
Bail bond services	Communications services
Exterminating services	Indoor entertainment
Indoor sports and recreation	Outdoor sports and recreation
Theater	Congregate living
Communication service facilities	Family home
Group home, Class I (limited)	Group home, Class II
Local utility services	Residential treatment
Urban farm	Group home, Class I (general)

4. A site plan or building permit for Tract D-1A may not be approved, released, or issued, if the completed development or uses of Tract D-1A, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds 1,302 unadjusted trips per day.

PART 8. Except as otherwise provided in this ordinance, the provisions of the Original PUD Ordinance, as amended, remain in effect.

PART 9. This ordinance takes effect on September 5, 2005.

PASSED AND APPROVED

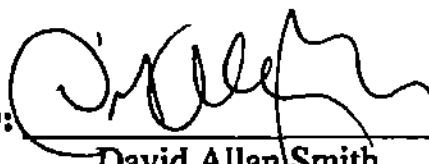
August 25, 2005

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§
§



Will Wynn
Mayor

APPROVED:



David Allan Smith
City Attorney

ATTEST:



Shirley A. Brown
City Clerk

31.844 ACRES
GABLES WESTLAKE

EXHIBIT A

FN.NO. 04-191(MM)
JUNE 6, 2004
BPI JOB NO. 659-15

DESCRIPTION

OF A 31.844 ACRE TRACT OR PARCEL OF LAND OUT OF THE BURKE TRAMMELL SURVEY NO. 3 AND THE ANTONIO RODRIGUEZ SURVEY NO. 4, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 62.965 ACRE TRACT OF LAND CONVEYED TO PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE DIOCESE OF TEXAS BY DEED OF RECORD IN VOLUME 6177, PAGE 1858 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 31.844 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the westerly right-of-way line of Capital of Texas Highway (Loop 360) (R.O.W. varies), being the southeasterly corner of said 62.965 acre tract, same being the northeasterly corner of Lot 1, St. Stephens School, a subdivision of record in Volume 90, Pages 204-205 of the Plat Records of Travis County, Texas for the southeasterly corner hereof;

THENCE, leaving the westerly line of Capital of Texas Highway, along the southerly line of said 62.965 acre tract, being a portion of the northerly line of said Lot 1, same being the southerly line hereof, the following four (4) courses and distances:

- 1) N60°48'34"W, a distance of 354.84 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right having a radius of 479.73 feet, a central angle of 108°02'36", an arc distance of 904.63 feet and a chord which bears N06°50'24"W, a distance of 776.43 feet to a 1/2 inch iron rod found for the end of said curve;
- 3) N47°16'27"E, a distance of 3.01 feet to a 1/2 inch iron rod found for an angle point;
- 4) N61°12'32"W, a distance of 1012.87 feet to a 1/2 inch iron rod found for the southwesterly corner hereof;

THENCE, leaving the northerly line of said Lot 1, over and across said 62.965 acre tract, along the westerly line hereof, the following three (3) courses and distances:

- 1) N28°47'53"E, a distance of 49.98 feet to a 1/2 inch iron rod found for an angle point;

FN. NO. 04-191(MM)

JUNE 7, 2004

PAGE 2 of 3

- 2) N65°26'28"E, a distance of 254.05 feet to a 1/2 inch iron rod found for an angle point;
- 3) N44°56'27"E, a distance of 198.70 feet to a 1/2 inch iron rod found for the northwesterly corner hereof;

THENCE, S66°01'48"E, continuing over and across said 62.965 acre tract, passing at a distance of 107.06 feet, a 1/2 inch iron rod found 0.40 feet to the right (or south of this line), being the southwesterly corner of Lot 17, Block "E", Davenport West P.U.D. Section 5, Phase 5, a subdivision of record in Document No. 200000169 of the Official Public Records of Travis County, Texas and continuing along the southerly line of said Lot 17, Block "E", same being the irregular easterly line of said 62.695 acre tract, for a total distance of 914.96 feet to a 1/2 inch iron rod found at the southeasterly corner of said Lot 17, Block "E", being the southwesterly corner of the southerly terminus of Westlake Drive (90' R.O.W.) for an angle point hereof;

THENCE, continuing along the irregular easterly line of said 62.965 acre tract, being the southerly terminus of Westlake Drive and the southerly line of Lot 2 and Lot 3, Block "D", Davenport West P.U.D. Section 5, Phase 5, a subdivision of record in Document No. 200000171 of said Official Public Records, the following four (4) courses and distances:

- 1) S69°16'32"E, a distance of 1.84 feet to a 1/2 inch iron rod found for an angle point;
- 2) S65°59'30"E, a distance of 87.55 feet to a 1/2 inch iron rod found for an angle point;
- 3) S64°33'19"E, a distance of 0.71 feet to a 1/2 inch iron rod found for an angle point;
- 4) S68°49'27"E, a distance of 694.12 feet to a 1/2 inch iron rod with cap set in the westerly line of Capital of Texas Highway, being the southeasterly corner of said Lot 3, Block "D", for the northeasterly corner hereof;


FN. NO. 04-191(MM)
JUNE 7, 2004
PAGE 3 of 3

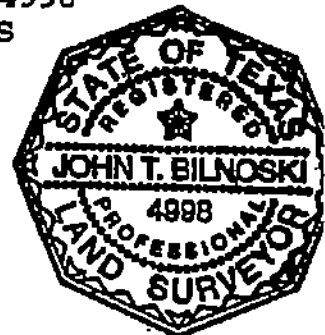
THENCE, along the westerly line of Capital of Texas Highway, being the irregular easterly line of said 62.965 acre tract, same being the easterly line hereof, the following two (2) courses and distances:

- 1) S34°08'02"W, a distance of 802.94 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) S29°06'46"W, a distance of 458.10 feet to the POINT OF BEGINNING, containing an area of 31.844 acres (1,387,122 sq. ft.) of land, more or less, within these metes and bounds.

THAT I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

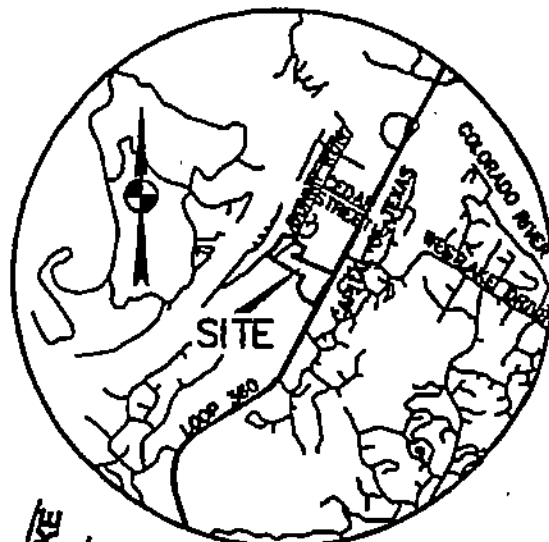
BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD
AUSTIN, TEXAS 78746

 6/7/04
JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS





0 150 300 600
SCALE: 1" = 300'



VICINITY MAP
N.T.S.

BUNNY RUN (70' R.O.W.)
PORTION OF 62.965 ACRES
PROTESTANT EPISCOPAL CHURCH
COUNCIL OF THE DIOCESE OF TEXAS
VOL. 6177, PG. 1858

LOT 17, E
BLOCK 17, E
DAVENPORT WEST P.U.
SEC. 5, PH. 6
DOC. NO. 200000169

PASSING AT 107.08'
AND 0.40' SOUTH

LOT 2
BLOCK 17, E
DAVENPORT WEST P.U.
SEC. 5, PH. 5
DOC. NO. 200000171

LOT 4

LOT 3
BLOCK 17, E
DAVENPORT WEST P.U.
SEC. 5, PH. 5
DOC. NO. 200000171

LEGEND

- 1/2" IRON ROD FOUND
- 1/2 INCH IRON ROD WITH CAP SET
- P.O.B. POINT OF BEGINNING

ST. STEPHEN'S SCHOOL
VOL. 90, PGS. 204-205

31.844 ACRES
(1,387,122 SQ. FT.)

PORTION OF 62.965 ACRES
PROTESTANT EPISCOPAL CHURCH
COUNCIL OF THE DIOCESE OF TEXAS
VOL. 6177, PG. 1858

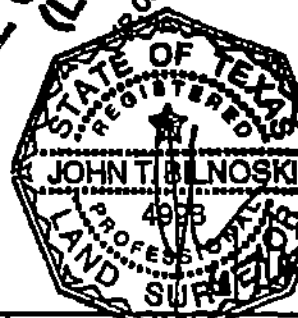
LINE TABLE

No.	Bearing	Distance
L1	N60°48'34"W	354.84'
L2	N47°16'27"E	3.01'
L3	N28°47'53"E	49.98'
L4	N65°26'28"E	254.05'
L5	N44°38'27"E	198.70'
L6	S69°16'32"E	1.84'
L7	S65°39'30"E	87.55'
L8	S64°33'19"E	0.71'
L9	S29°06'46"W	458.10'

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	108°02'36"	479.73	904.63	776.43	N06°30'24"W

CAPITAL OF TEXAS HIGHWAY
(LOOP 360)
R.O.W. VARIES



Bury+Partners
Engineering Solutions
Austin, Texas Tel 512/322-9011 Fax 512/322-0225
Bury+Partners, Inc. Copyright 1994

SKETCH TO ACCOMPANY DESCRIPTION

OF A 31.844 ACRE TRACT OF LAND OUT OF THE BURKE TRAMMELL SURVEY NO. 3 AND THE ANTONIO RODRIGUEZ SURVEY NO. 4 BEING A PORTION OF THAT CERTAIN 62.965 ACRE TRACT OF LAND OF RECORD IN VOLUME 6177, PAGE 1858 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

GABLES
RESIDENTIAL TRUST

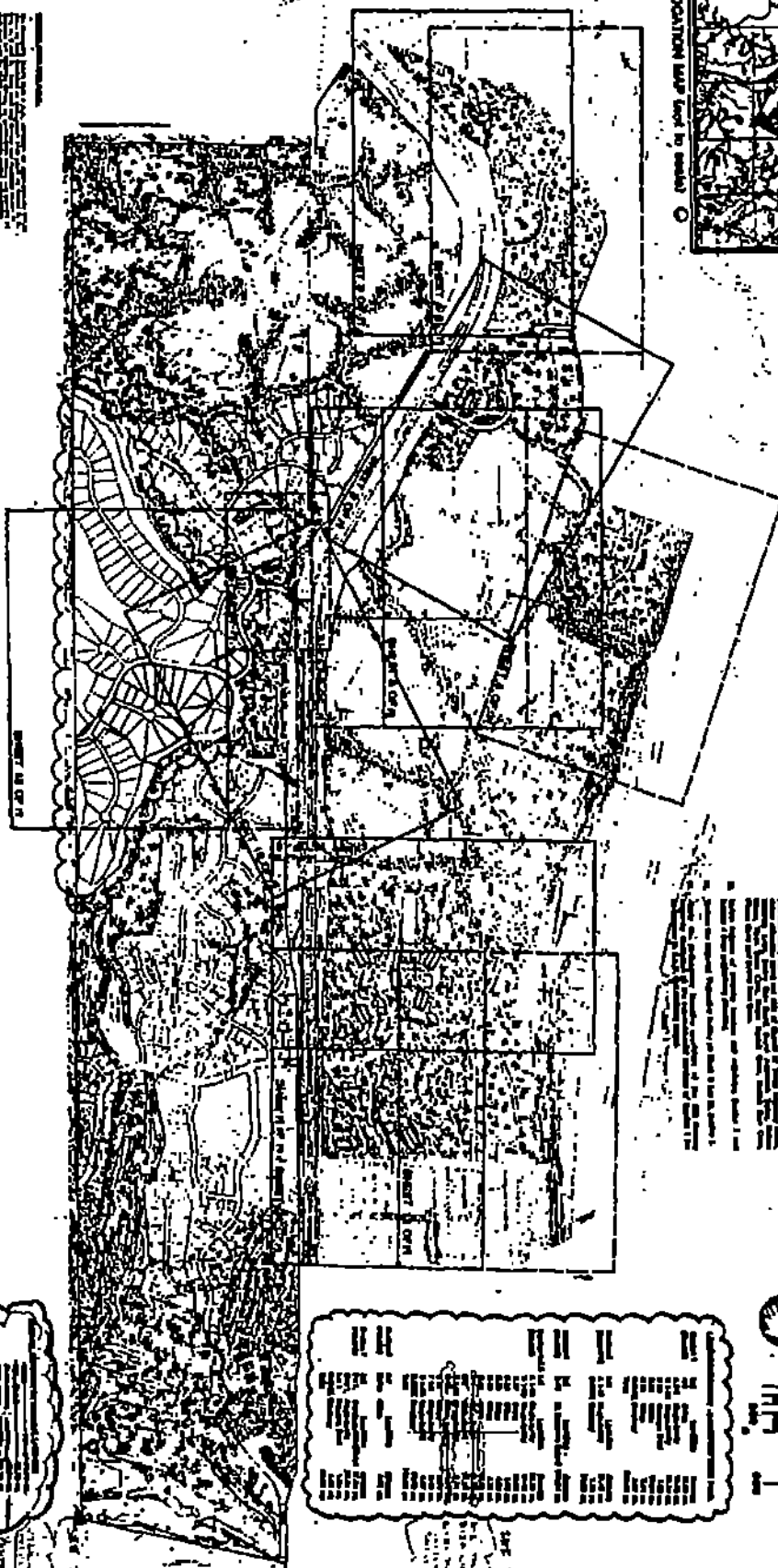
WESTLAKE



CASE MGR: G. RHOADES

ADDRESS: N CAPITAL OF TEXAS HWY

F27



1. The first of these is the fact that the
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 9. of the system is not a simple matter
 10. of the system is not a simple matter



Davenport Ranch



EXHIBIT B PA 14CL

DAVENPORT RANCH WEST P.U.D.,

MASTER INDEX: P.U.D. SITE PLANS MAP

CEI CANYON ENGINEERING INCORPORATED
1700 WESTLAKE NEW DRIVE BUILDING 8-4
IRVING, TEXAS 75039-4400



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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GEORGE QUALITATIVE

Sec 22

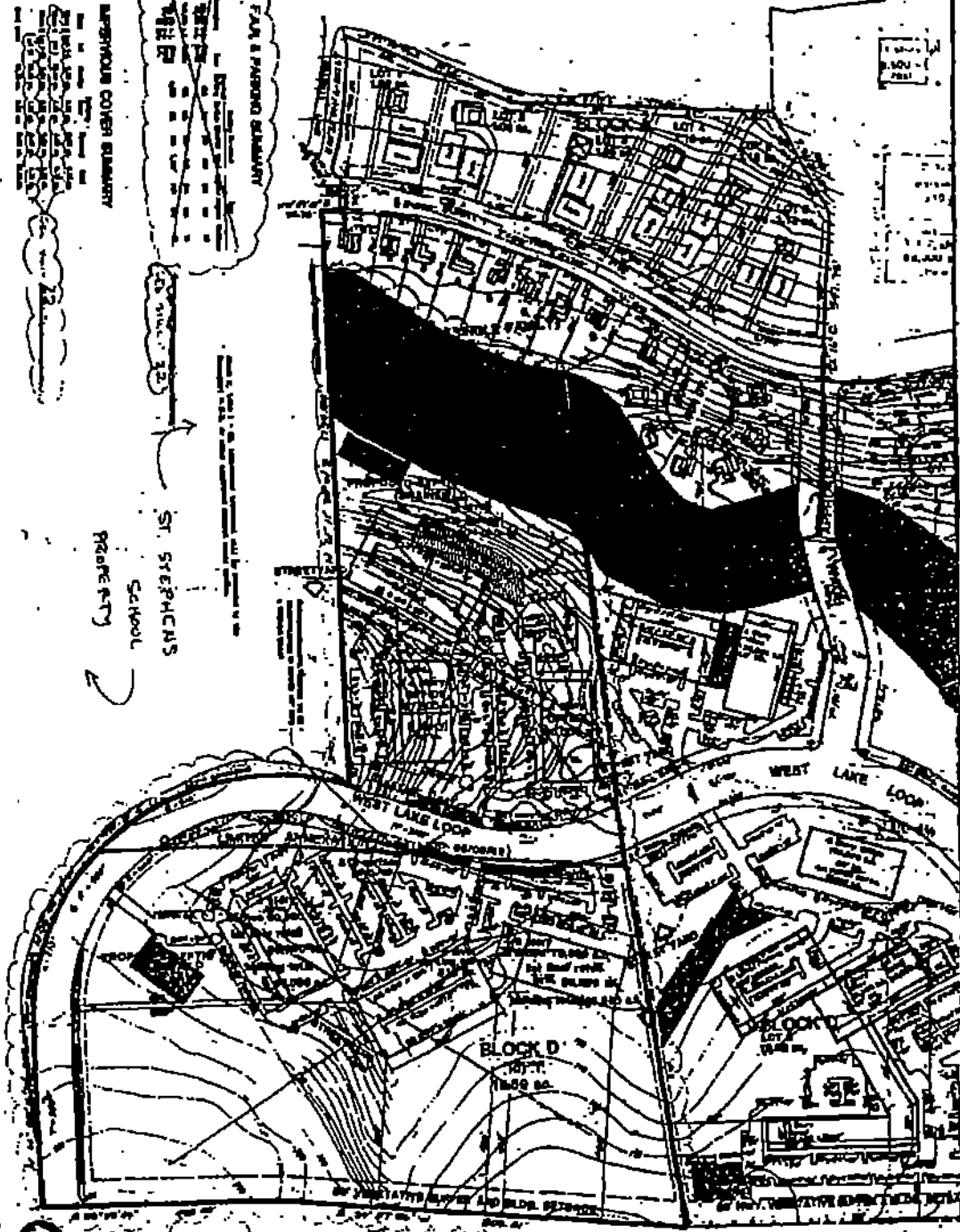
WESTERN COVER BLANKET

FLA. & PARKING BLANKET

ST. STEPHEN'S

School

PRIME CITY



CONCEPTUAL SITE PLAN

Davenport Ranch

PROJECT OWNER: WESTERN DEVELOPMENT INC.



Customer: Davenport City, located
within the city limits of
Davenport, Iowa.

EXHIBIT B - pg 2 of 6

DAVENPORT WEST P.U.D.
LOTS : TRACT F SECTION 4
ST. STEPHEN'S SCHOOL PROPERTY

CEI CANYON
ENGINEERING
INCORPORATED
2000 WEST LAKE HIGH DRIVE BUILDING 6-A
NORTH, TEXAS 75742 (972) 367-6000

LANDCORP
6000 WEST 4TH STREET • SUITE 200 • DALLAS, TEXAS 75206



ORDINANCE INFORMATION
TRACT F - OVERALL

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

SECTION 3 FIELD NOTES

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

SECTION 4 FIELD NOTES

APPROVAL BOX

SECTION 4 FILE

200-2117
 21 FOR
 NALS FUEL
 TRACT F,
 EETINCH
 LANT T.
 LOT. 1, 2-6
 AND 6-10
 LANT HOS.

LAFF STRATEGIES INC

EXHIBIT B. 03-3-46

DAVENPORT RANCH WEST P.U.D.
TRACT C & TRACT P-SECTION 3 & 4
ST. STEPHENS SCHOOL PROPERTY

CEI CANYON ENGINEERING INCORPORATED
 1000 WESTLAKE HIGHWAY BUILDING 2-A
 DARTON, TEXAS 79018 (811) 327-4022



LANDCORP
1000 WEST AVENUE • AUSTIN, TEXAS 78701 • 512/474-8800

1000

[illegible][illegible]

PRODUCED BY AERCO M&E LAB INC.

Class Number: _____

Approved by Council on _____

Amendment Approved Individually on _____

Air Lab SP-3-613

Signatures Presiding and Exacting Approval:

GENERAL NOTES (TRACT F SECTION 4 BLOCK D LOTS 1, 1-A & BLOCK E LOT 18)

1. The 25 and 100 year floodplains will be contained within drainage easements and greenbelts.
2. Subdivision is classified as urban and all public streets, alleys, and drainage or easements shall be constructed to City of Austin Standards.
3. All access to state highways (Coastal or Texas Highways) will be acquired before site plan approval.
4. Water and wastewater service shall be provided by City of Austin.
5. All greenbelts, public utility easements, easement easements and drainage easements will be owned and maintained by the property owner.
6. Access to public drainage easements 25' or larger will be determined at the site development plan permit stage.
7. Property owner shall provide for access to all drainage easements as may be necessary and shall not prohibit access by governmental authorities.
8. No buildings, fences, landscaping or other obstruction shall be placed within any drainage easement shown hereon except as specifically approved by the City of Austin or other appropriate authority.
9. There will be no construction in the greenbelts other than utilities, drainage, and recreational facilities.
10. The responsibility for maintenance of stormwater detention/retention facilities lies with the owner, or successor in title, of the land wherein the facilities are located.
11. Parking structure layouts will be submitted to Transportation Review for approval prior to an application for site plan.
12. The Austin Fire Department requires access width of 25 feet, and asphalt or concrete as a "all weather driving surface."
13. The required width of access roadways shall not be obstructed in any manner, including parking of vehicles. NO PARKING signs or other appropriate notices, or both, including cautions, may be required and shall be maintained by owner. The owner shall be appropriately marked.
14. Fire hydrants will be installed with the center of the 4 inch spacing of least 15 inches above the finished street with a 3 to 6 foot setback from curbline(s). No obstruction shall be placed within 3 feet of any fire hydrant and the 4 inch opening must be clearly unobstructed from the street.
15. When fire protection facilities are to be installed by the developer, such facilities, including all surfaces access roads, shall be installed and made accessible prior to and during the time of construction. When alternate methods of protection, as approved by the fire chief, are provided, the above may be waived or modified.
16. All fire alarm systems, fire hydrant systems, fire extinguishing systems (including wet/dry systems), wet and dry standpipes, and basement heat pipes, shall have the approval of the fire department as to installation and location, and will be subject to such periodic tests as required by the fire chief. Plans and specifications shall be submitted to the fire department for review and approval prior to construction.
17. All fire access roads will have a minimum vertical clearance of 15 feet 6 inches.
18. Where it is applicable, buildings will meet the high-rise ordinance for fire protection.
19. All signs will comply with the Sign Ordinance of the City of Austin, except as otherwise provided in the Conceptual Land Plan as of the date of the ordinance.
20. A detailed planting plan showing restoration methods will be submitted to the city for approval at the site development plan permit stage.
21. All construction drawings, including a utility layout, will be submitted for review and approved by the city at the site development plan permit stage.
22. All exterior lighting shall be hooded or shielded so that the light source is not directly visible from adjacent 5'-5' or more restrictive properties.
23. All dumpsters and any permanently placed refuse receptacles shall be located a minimum of 20 feet from any property line or road as 5'-5' or more restrictive. The location of and access to dumpsters or any other refuse receptacles shall comply with the guidelines published by the Public Works Department. Location and access shall be reviewed by the Public Works and Urban Transportation Department.
24. The use of highly reflective surfaces, such as reflective or mirrored glass, or reflective metal roofs whose pitch is more than a run of 7 to a rise of 12, shall be prohibited.
25. Staircase locations shall be determined at the time of subdivision.
26. Each compact parking space will be identified by a sign stating "small car only" and signs will be posted on site directing motorists to such spaces.
27. Parking spaces shall be identified by a sign stating "small car only" and signs will be posted on site directing motorists to such spaces.
28. Parking spaces shall be identified by a sign stating "small car only" and signs will be posted on site directing motorists to such spaces.
29. Driveway plans will be submitted to City of Austin. Runoff will be addressed at the site development plan permit stage.
30. Three access points will be allowed to Loop 360 subject to TxDOT approval. Four driveways, subject to City of Austin driveway regulations, will be allowed to Westlake Drive. Appropriate locations are shown.
31. Tract F, Block D, Lot 1 will provide on PUD plan, 194-3" container green trees, and comply with the City of Austin Green Building Program (One Star Level). Trees will be selected to provide overall species diversity.
32. Project shall be developed with a minimum of 5% tree canopy including native species.
33. All rail and fill over 4 feet is to be structurally contained.
34. No coal-bor diesel engines shall be used.
35. Project shall be developed with a minimum of 5% tree canopy including native species.
36. Maximum height for buildings on Tract F, Block D, Lot 1 is 47 feet.
37. Section 25-10-124 (b), scenic roadway sign district regulations is amended to allow two signs on Tract D-1.
38. The owners of Lots 1, 1-A, Block D, Tract F and Lot 18, Block E, Tract F may, by mutual written agreement between or among them, as the case may be, dedicate the impervious cover allowed for each lot as a minor change to this document in accordance with 25-2-403(c) of the Land Development Code.
39. Lots 1 and 1-A, Block D, Tract F and Lot 18, Block E, Tract F are allowed a total of 9.48 acres of impervious cover as shown on the impervious cover by slopes table on sheet 22. An additional 1.85 acres of impervious cover is allowed for the extension of Westlake Drive as shown on the summary table on sheet 22.
40. The following are the rules and regulations for the development of the site, including all of the following:
 - a. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - b. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - c. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - d. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - e. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - f. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - g. The site shall be developed in accordance with the rules and regulations of the City of Austin.
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 - l. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - m. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - n. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - o. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - p. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - q. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - r. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - s. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - t. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - u. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - v. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - w. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - x. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - y. The site shall be developed in accordance with the rules and regulations of the City of Austin.
 - z. The site shall be developed in accordance with the rules and regulations of the City of Austin.

| | |
|---|------------------------|
| City Engineer | Signature of developer |
| Approved by Council on _____ | Signature of developer |
| Approved by Planning and Zoning Department on _____ | Signature of developer |
| As per LDC 25-2-401 | |

EXHIBIT B - pg 5 of 6

11-GF# 32524 NOG/SPB
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701



DECLAR 2005179919
43 PGS

✓ X3

**DECLARATION OF
RESTRICTIVE COVENANT**

OWNER: Protestant Episcopal Church Council of the Diocese of Texas, a Texas non-profit corporation (the "Diocese"), its successors and assigns

ADDRESS: The Diocesan Center, 3203 West Alabama, Houston, Texas 77098

OWNER: Gables Realty Limited Partnership, a Delaware limited partnership ("Gables"), Contract Vendee of the Property

ADDRESS: 6850 Austin Center Blvd, Suite 200, Austin, Texas 78731

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Davenport/Bunny Run Alliance, Inc., a Texas non-profit corporation (the "Neighborhood Party"), the receipt and sufficiency of which is hereby acknowledged and confessed.

PROPERTY: That certain 31.852 acres of land located in the City of Austin, Travis County, Texas, identified as Tracts D-1 and E-16 of the Davenport West PUD, and being more particularly described on the attached Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property")

RECITALS

A. At the time of the execution of this Declaration, the Diocese is the owner of the Property.

B. The Diocese, as Seller, and Gables, as Buyer, have entered into that certain Earnest Money Contract dated December 23, 2003, (as amended, the "St. Stephen's Contract"), for the purchase and sale of the Property. The Diocese is sometimes referred to herein as the "Owner". Gables is executing this Declaration in its capacity as the Buyer under the St. Stephen's Contract.

C. Gables, if it becomes the Owner of the Property, intends to develop (itself or through business arrangements with third parties) a mixed-use project on the Property that includes (i) multifamily residential buildings (located on Tract D-1 of the Davenport West PUD save and except the approximately 1.74-acre tract located at the southeast corner thereof, herein the "Multifamily Tract"), (ii) single family garden homes (located on Tract E-16 of the Davenport West PUD, herein the "Single Family Tract"), and (iii) a service station/convenience market (located on the approximately 1.74-acre tract located at the southeast corner of Tract D-1 of the Davenport West PUD, herein the "Service Station Tract", also sometimes herein "Tract D-1A"), all as more generally depicted on Exhibit "B" attached hereto and made a part hereof for all purposes (collectively, the "Project").

ATTACHMENT C

D. The Property is zoned PUD pursuant to City of Austin Ordinance No. 890202-B. Pursuant to the St. Stephen's Contract, Gables filed an application with the City (Case No. C814-88-0001.08) to change the zoning on the Property to PUD, allowing the construction of certain multifamily units on the Property (the "Zoning Case").

E. The Diocese, St. Stephen's Episcopal School, Gables, Randy McFadden and Davenport/Bunny Run Alliance, Inc. ("Settlement Parties") executed that certain Settlement Agreement dated August 10, 2005 (the "Settlement Agreement"), pursuant to which, following satisfaction of certain conditions described therein, including the zoning of the Property for single family garden home use on Tract E-16 and for service station use and multifamily use on Tract D-1 and the dismissal of Cause No. GN500790 in the District Court of Travis County, Texas (the "Lawsuit") with prejudice, this Declaration shall be recorded;

F. The Diocese and Gables have petitioned the City of Austin (the "City") to amend that certain Restrictive Covenants Davenport Ranch West PUD Section 4, recorded in Volume 10909, Page 1658, Real Property Records of Travis County, Texas, to permit the uses of the Property consistent with this Declaration; and

G. Owner now desires, in connection with the re-zoning of the Property pursuant to City Zoning Case C-814-88-0001.08 as provided therein, to impress the Property with this Declaration;

NOW, THEREFORE, for the consideration recited above, the Owner of the Property and the Neighborhood Party described above, agree that the Property shall be held, developed, used, sold and conveyed subject to the following covenants and restrictions impressed upon the Property by this Declaration of Restrictive Covenant for the benefit of the Neighborhood Party. This Declaration shall run with the Property and shall be binding on the Owner of the Property, its heirs, successors and assigns.

ARTICLE 1

Use Covenants

- 1.1 Tract E-16 Use – Single Family Tract. Tract E-16 shall be developed only as a single family residential project, with not more than forty-one (41) single family unattached residential units, each with a minimum of 2300 square feet of heated and cooled space; at least a two (2) car garage with garage doors; and not more than thirty-five feet (35') in height as measured by the Austin Land Development Code.
- 1.2 Tract D-1A Use - Service Station Tract. The approximately 1.74-acre tract located at the southeast corner of Tract D-1, at the intersection of Westlake Drive Extension and Loop 360, shall be zoned to accommodate use as a service station/convenience market with a

car wash pursuant to this Section 1.2. The final configuration and size of said Service Station Tract, which shall be platted as a separate lot from the Multifamily Tract, shall be determined by Owner no later than such time as the final plat application to the City of Austin is filed. Owner is not obligated to develop Tract D-1A, but if Tract D-1A is developed it shall be initially developed as a service station/convenience store as described in this Section 1.2. Any subsequent development of Tract D-1A may include another use permitted under the "GR" zoning district (except for those uses listed on Exhibit "C" hereto, which shall be prohibited on Tract D-1A), but shall otherwise comply with the architectural standards of this Declaration. (References herein to "zoning district" means as described in the Austin Land Development Code in effect on the date of this Declaration.)

1.2.1. Goods and Services. The Service Station Tract shall be subdivided from Tract D-1 so that it may include a gas island with up to eight (8) unassisted self-service pumps and the underground storage tanks necessary to support those pumps, and a maximum 5000 square foot building which building (i) may contain up to two auto repair/auto service bays, and (ii) shall contain a minimum 3000 square foot convenience market. This service station may provide a car wash. The convenience market shall sell basic grocery and dry goods as described on the attached Exhibit "D" and may sell alcoholic beverages subject to appropriate licensing.

1.2.2. Hours. The service station and convenience market hours of operation shall not exceed the hours of 6:00 a.m. to 10:00 p.m., provided the gas pumps and car wash may continue to operate on a strictly self-service basis.

1.2.3. Roof. Notwithstanding the requirements below regarding aesthetic requirements for all roof and exteriors of all buildings on the Property, the service station canopy covering the gas pumps may be pitched or flat.

1.2.4. Driveway Access. The Service Station Tract shall have driveway access for ingress and egress on Loop 360 and on the Westlake Drive Extension (as defined below).

1.3. Tract D-1 Use - Multifamily Tract. The balance of Tract D-1 not platted and developed as the Service Station Tract, shall be platted as a separate lot only for multifamily residential use. The Multifamily Tract may contain up to one hundred seventy-five (175) units. The mix of units on the Multifamily Tract shall be approximately 7% three-bedroom units, 50% two-bedroom units, and 43% one-bedroom units, with no units containing more than three bedrooms, provided that in no event shall more than 14 of the units be three-bedroom units.

1.3.1. Multifamily Building Height and Size. Not counting Remote Garages, there shall be no more than eight (8) multifamily residential buildings constructed on the

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Property (each a "Multifamily Building"), labeled "Building A thru Building H" as described on the attached Exhibit "E", none of which shall be more than forty-seven feet (47') in height. Owner may construct a maximum of four (4) 2-story Multifamily Buildings plus walk-out basement apartments, with each building containing eighteen (18) units, as shown on Exhibit "E" as Building A, B, C and D; and four (4) 3-story Multifamily Buildings with no basement apartments, with each building on a concrete slab no greater than five feet (5') in height, and containing twenty-two (22) units, as shown on Exhibit "E" as Building E, F, G and H. The finished foundation elevation of the midpoint of the side of Building A facing Westlake Drive Extension shall be no higher than 663' MSL, and such Building A midpoint shall be no more than three feet (3') higher than the point on the center line of Westlake Drive Extension (as defined in Section 1.5.1 below) that is on the line drawn perpendicular to such midpoint. The finished foundation elevation of the midpoint of the side of Building B facing Westlake Drive Extension shall be no higher than 665' MSL, and such Building B midpoint shall be no more than one foot (1') higher than the point on the center line of Westlake Drive Extension that is on the line drawn perpendicular to such midpoint. The actual finished floor elevations for Buildings C-H may vary no more than two and one-half feet (2½') up or down from such elevations as shown on Exhibit "E"; the finished floor elevations for Buildings I and J may vary no more than five feet (5') up or down from such elevations as shown on Exhibit "E"; the finished floor elevations of Buildings A and B are determined above. Leasing office and clubhouse building(s) may also be constructed on the Multifamily Tract, and shall not have more than two (2) stories or be more than thirty feet (30') in height. A property maintenance office may be located in a basement level below the leasing office building. The allowed height of buildings shall be determined in accordance with the City of Austin Land Development Code.

1.3.2 Design. Each Multifamily Building shall be constructed with design features and architectural style substantially similar to the design(s) shown on the attached Exhibit "F" attached hereto and made a part hereof for all purposes.

1.3.3 Parking. Owner shall comply with the parking requirements of the Austin City Code applicable to the Project, and, if not limited by such Code, shall park the Multifamily Buildings at a ratio of not less than 1.75 spaces per multifamily unit. There shall be no surface parking spaces within fifty feet (50') of the right-of-way of the Westlake Drive Extension, and a vegetative screen will be planted within five feet (5') along the length of the back of curb of all parking seen from Westlake Drive Extension, such vegetative screen to consist of plants that are at least three feet (3') high at planting and capable of growing to a continuous vegetative screen six feet (6') high within three (3) growing seasons after planting.

1.3.4 Remote Garages. Up to fifteen (15) remote garages may be constructed on the

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Multifamily Tract (each, a "Remote Garage"). Each Remote Garage may contain up to four (4) enclosed automobile parking spaces, and may include up to one (1) multifamily unit constructed on the second floor (the floor above the garage level). No Remote Garage may have more than two (2) stories (including the garage level) or be more than thirty feet (30') in height. Each Remote Garage shall have exteriors, materials, appearance, facades, and roof lines consistent with the Multifamily Buildings.

1.4 Architectural Standards

1.4.1 All Roofs and Exteriors. All multifamily, single family, and commercial buildings constructed on the Property shall be consistent with the regional character of the architecture and harmonious with the existing surroundings of the Property, and, except the Service Station gas canopy, must (i) have roofs (a) covered with clay or concrete tiles (which may be terra cotta colored), and (b) with a pitch of no less than 6:12 (provided, however, that some roofs may have a pitch of 5:12 where appropriate for aesthetics/architectural style or to satisfy height limitations), (ii) with regard to the Multifamily Buildings only, each must contain a mix of gables, hip roofs, and/or dormers throughout, substantially similar to those depicted in the elevations on Exhibit "F" attached hereto and made a part hereof for all purposes, with no parapets or towers on the tops, except that the leasing office building and/or clubhouse building on the Multifamily Tract may contain such parapets and/or towers; and (iii) have exteriors that are one hundred percent (100%) masonry (specifically, stone or $\frac{3}{4}$ " stucco), provided that visible building exteriors (including patios) may include up to five percent (5%) Hardiplank, brick accent, or equivalent material, and provided further that in any event, the exterior of all such buildings must be at least fifty percent (50%) stone. If the Service Station has a flat gas canopy, then the perimeter of that canopy must be tiled in order to be harmonious with the existing surroundings.

1.4.2 Architectural Committee. An Architectural Committee (herein so called), composed of one (1) representative who is an officer of Davenport/Bunny Run Alliance, Inc., to be appointed by the Neighborhood Party (the "Neighborhood Representative"), one (1) representative employed by the Owner of the Multifamily Tract, to be appointed by the Owner of the Multifamily Tract (the "Owner Representative"), and a third representative (the "Independent Representative") to be mutually agreed upon by the Neighborhood Representative and the Owner Representative, shall be created prior to application for any site development permit related to the Project. If the Neighborhood Representative and the Owner Representative can not agree on the Independent Representative within thirty (30) days after this Declaration is recorded, or, if once appointed the Independent Representative resigns, and if the Neighborhood Representative and the Owner Representative can not within two weeks following such resignation agree on a replacement for the Independent Representative, then Eric Galton of

Galton, Cunningham & Bourgeois, P.L.L.C., Lakeside Mediation Center, 3825 Lake Austin Boulevard, Suite 403, Austin, Texas 78703, shall be asked to become the Independent Representative. The purpose of the Architectural Committee shall be to review proposed site plans and exterior architecture to determine whether the proposed development of the Property is in compliance with this Declaration. The Independent Representative, Neighborhood Representative, and Owner Representative shall have no individual liability for any actions taken or not taken as part of their duties on the Architectural Committee, and each Owner, and their successors and assigns, waives and disclaims any claim against them, individually or as a group, for actions taken or not taken as part of such duties; provided, however, that this waiver of liability and exculpation provision shall not apply to any such Representative(s) for acts or omissions that constitute gross negligence or willful misconduct. Prior to the initiation of the construction on any portion of the Property, the Architectural Committee shall require that a Construction Security Deposit be placed with the Neighborhood Party. The amount of the Construction Security Deposit for any construction on D-1 or D1-A, shall be \$10,000 for each lot. The Construction Security Deposit for each unit that is built on E-16 under a separate building permit shall be \$5,000. The Construction Security Deposit will be refundable upon completion of construction in accordance with the requirements of this Declaration as approved by the Architectural Committee; provided, however, that the Architectural Committee shall be entitled to debit against this Deposit placed with the Neighborhood Party for reasonable fees or expenses paid for the services of the Independent Representative.

- 1.4.3 Issues. All submissions to the Architectural Committee must be made in writing with accompanying samples, if necessary. Owner shall give the Architectural Committee at least ten (10) days' prior written notice that a submission will be made to the Architectural Committee for approval. On the day that such submission is actually made, a fourteen-day period shall commence within which the Architectural Committee shall review the submission. The Architectural Committee shall have 14 days after a substantially complete application is filed with it for review to convene and act on such submission. At this meeting of the Architectural Committee, it may either approve, deny or request additional information prior to making any decision. If the Architectural Committee fails to convene within 14 days after submission of a substantially complete application, then the Architectural Committee shall be deemed to have agreed that the submission is in compliance. If a majority of the Architectural Committee disagrees, the disagreeing members must provide the reason for such disagreement in writing, including in what regard the submission is not in compliance with this Declaration, and must also provide in writing one or more alternatives to the submission, of similar cost and quality, that the disagreeing members of the Architectural Committee agree would be in compliance with this Declaration. If the Owner chooses one of the Architectural Committee's

alternatives then the Architectural Committee shall be deemed to have agreed that the submission, with the chosen alternative, is in compliance. In the alternative, the Owner may choose to submit an alternative approach, which will be reviewed and evaluated for compliance on the same schedule and pursuant to the same process.

1.4.4 Gates. Both the Single Family Tract and the Multifamily Tract shall have all entrances and exits gated. All gates and fences erected in connection with the Project and on the Property shall be constructed of materials and in a design similar to other existing gates into multifamily projects or single family subdivisions within the vicinity of the Project, and said materials and design shall be approved by the Architectural Committee prior to construction of said gates and/or fences. All gates on the Multifamily Tract shall operate in the closed mode at all times, unless open due to need for repair. For this Declaration, "closed mode" means that the gate is kept closed unless it is opened (and then closed) in connection with its ordinary purposes for ingress and egress of vehicles.

1.5 Traffic/Roadway Improvements. All obligations of Owner herein with regard to construction of traffic and roadway improvements are subject to (i) the use of the Property for the Project described herein, and shall not apply if the Property remains in its current undeveloped condition, and (ii) the timely issuance of all necessary governmental approvals. In all instances in this Section 1.5, references to "Owner" are references to the Owner of the Multifamily Tract.

1.5.1 Extension of Westlake Drive. Prior to obtaining a final certificate of occupancy from the City of Austin (a "Final CO") for any building on the Multifamily Tract, the Owner of the Multifamily Tract shall extend Westlake Drive as a two-way, two-lane, partial median road from its present terminus at Royal Approach south and east to Loop 360 (the "Westlake Drive Extension"). The east side of the Westlake Drive Extension (i.e., the side adjacent to the Multifamily Tract) shall be constructed so that the area between the back of curb on the east side to the edge of the right-of-way of the Westlake Drive Extension on that east side slopes up to the maximum extent permissible (without requiring structural elements) under applicable City of Austin road construction regulations. The costs of design and construction of the Westlake Drive Extension, including the features listed below, shall be borne by Owner. The Westlake Drive Extension shall contain the following features:

(a) Vehicles traveling north on Westlake Drive Extension adjacent to the Property will be restricted from turning left (i.e., west) onto Royal Approach through use of a median and a "pork chop" shaped barrier at Royal Approach, both as depicted on Exhibit "H" attached hereto and made a part hereof for all purposes. Such median and "pork chop" shaped barrier will be designed to discourage such turns onto Royal Approach while allowing left turns from Royal Approach onto

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Westlake Drive, and right turns from Royal Approach onto the Westlake Drive Extension;

(b) Owner shall not object to, but shall have no other obligations with regard to, a three-way stop sign at the intersection of Royal Approach and the Westlake Drive Extension;

(c) There shall be one (1) entrance to the Multifamily Tract from the Westlake Drive Extension, which entrance shall be aligned with the new entrance to St. Stephen's Episcopal School off of the Westlake Drive Extension. The design of the Multifamily/St. Stephen's Intersection shall be as depicted on Exhibit "P" attached hereto and made a part hereof;

(d) A landscape median in the right-of-way of Westlake Drive Extension will be constructed from the Multifamily/St. Stephen's Intersection to the existing edge of the right-of-way of Loop 360 and, to the extent allowed by TxDOT, continued to the edge of the pavement of Loop 360 (as depicted on Exhibit "P" hereto), in order to prohibit east bound drivers from making u-turns and heading west to enter the entrance to the Multifamily Tract on the Westlake Drive Extension;

(e) Notwithstanding any other provision to the contrary, Owner shall not open for resident (as opposed to necessary construction) access the entrance to the Multifamily Tract from Westlake Drive Extension, unless and until the median improvements at the Westlake Drive Extension at Royal Approach, the Multifamily/St. Stephen's Intersection, and, if approved by the City, from the Multifamily/St. Stephen's Intersection to Loop 360 have been completed.

- 1.5.2 New St. Stephen's Entrance. Prior to obtaining a Final CO for any building on the Multifamily Tract, the Owner of the Multifamily Tract shall design and be responsible for the construction of a new entrance road to St. Stephen's Episcopal School (the "School") from the Westlake Drive Extension. Such new entrance road shall begin at the Multifamily/St. Stephen's Intersection; shall be twenty-six feet (26') wide; and shall include such auxiliary storm water and other facilities as are required by the City of Austin for such road construction. Upon construction, completion, and opening of the new entrance road and the Westlake Drive Extension so that traffic to and from the School can enter and exit Loop 360 at both the north (Westlake Drive) and south (Westlake Drive Extension) intersections with Loop 360, (i) the existing 2900 Bunny Run entrance to the school shall be closed to all vehicular traffic, except for use by the School's maintenance vehicles (the drivers of which vehicles shall place the gate back into closed mode upon each exit from and return to the School) and by emergency vehicles, and in the event of an emergency closure of the new entrance drive, including in the event of storm water flooding of the new entrance, and (ii) Owner shall construct a new gate adequate to prohibit vehicular traffic and a turnaround

area at the location of the terminus of the public street portion of Bunny Run Road at the School property line. The gate shall be kept in closed mode at all times when not in use as permitted above, such "closed mode" to mean locked, if the gate is simple, and closed, if the gate is mechanical and can be opened only by card, keypad, or other mechanical (including electronic) means.

1.5.3 Westlake Drive/Loop 360 Traffic Improvements. The Owner of the Multifamily Tract shall be responsible for complying with subsections (a), (b), (c), and (d) below with respect to the existing signalized intersection of Westlake Drive and Loop 360, as referenced on the general depiction of this intersection on Exhibit "J" attached hereto and made a part hereof for all purposes:

(a) Westlake Drive, west of Loop 360. Prior to obtaining a Final CO for any building on the Multifamily Tract, Owner shall design and construct the following improvements to Westlake Drive west of its intersection with Loop 360: one (1) additional lane for eastbound traffic turning north and one (1) additional lane for eastbound traffic turning south, both as depicted as shaded lanes on Exhibit "K" hereto.

(b) Loop 360, north and south of Westlake Drive. Prior to obtaining a Final CO for any building on the Multifamily Tract, Owner shall (i) design and submit schematic drawings to the Texas Department of Transportation ("TxDOT") for one (1) additional lane for southbound traffic on Loop 360 turning west and one (1) additional lane for northbound traffic on Loop 360 turning west, both as depicted as shaded lanes on Exhibit "L" hereto, which schematic drawings must be approved in concept by TxDOT, (ii) cause the City to enter into a funding agreement with TxDOT (or designate as a City CIP if so approved by TxDOT), and (iii) post fiscal surety for the cost of construction as approved by the City and TxDOT, provided that actual construction of such improvements shall not be a condition to obtaining such Final CO.

(c) Loop 360, north and south of Westlake Drive - Additional. Prior to obtaining a Final CO for any building on the Multifamily Tract, Owner shall design and submit schematic drawings to TxDOT and the City (no later than ninety (90) days after schematic drawings for the improvements in subsection (b) above are submitted) for one (1) additional lane for southbound traffic on Loop 360 turning east and one (1) additional lane for northbound traffic on Loop 360 turning east, both as depicted as shaded lanes on Exhibit "M" hereto in order to further the Neighborhood Party's efforts to have such improvements included in a City CIP project. Owner shall have no obligation pay for or to construct such improvements.

(d) Westlake Drive, east of Loop 360. Prior to obtaining a Final CO for any

building on the Multifamily Tract, Owner shall design and submit schematic drawings to the City (no later than ninety (90) days after schematic drawings for the improvements in subsection (b) above are submitted) for the following improvements to Westlake Drive east of its intersection with Loop 360: one (1) additional eastbound lane, and one (1) additional turning lane for westbound traffic turning north, both as depicted as shaded lanes on Exhibit "N" hereto in order to further the Neighborhood Party's efforts to have such improvements included in a City CIP project. Owner shall have no obligation pay for or to construct such improvements.

- 1.5.4 Parties Efforts to Accomplish Traffic Improvements. (a) Owner and the Neighborhood Party shall cooperate with each other to provide support, including, e.g., by writing letters of support, in obtaining any City or TxDOT approvals necessary for the improvements described in this Section 1.5, including, without limitation, obtaining the City's acceptance of the improvements described in Sections 1.5.3(c) and (d) above as a CIP project.

(b) In the event that the improvements described in Sections 1.5.3(c) and/or (d) above are included in a City CIP project, and the funding for such project includes design costs, the parties shall use reasonable efforts to cause Gables to be reimbursed as part of the CIP project for the cost incurred by Gables in preparing the schematic designs for such improvements as provided above.

1.6 Landscaping and Screening

- 1.6.1 Trees. The Owner of the Multifamily Tract shall use commercially reasonable efforts to maximize preservation of existing trees on the Multifamily Tract for screening. Trees will be removed only when necessary, and a ten-foot (10') limit of construction setback from all proposed improvements will be followed. Owner shall also plant minimum 3-inch caliper trees on a 20-foot center capable of achieving a mature height of at least 30-feet, said 3-inch caliper trees to be measured at 40-inches above grade when planted. Owner shall utilize said trees and understory planting between said trees to create a continuous vegetative screen along Westlake Drive Extension and, from Westlake Drive Extension in an easterly direction along the north property line of the Multifamily Tract for a distance of 40 feet.

- 1.6.2 Wall and Fence. The Owner of the Multifamily Tract shall construct a stone or rock wall along Westlake Drive in the location shown in Exhibit "E". This wall shall be six feet (6') in height with eight foot (8') columns every twenty feet (20'). The wall will extend from the northern most part of the Multifamily Tract on Westlake Drive, past Building A to the end of Building B. From that point, the Owner shall construct a six-foot (6') decorative metal fence with 2'x2'x8' stone columns every twenty feet (20'), until the nearest boundary of the Service Station

Tract, as shown on Exhibit "E".

- 1.6.3 Natural Area. In connection with the natural area requirements of Note 32 on Page 21 of 22 of the PUD Land Use Plan for the Davenport West PUD, no land east (i.e., toward Westlake Drive Extension) of the 100-year fully developed flood plain on Tract E-16, and no land on the Service Station Tract, shall be counted toward such natural area requirement. Any detention pond requirements for development on Tract D-1A shall be satisfied by Tract D-1 through the City's Regional Stormwater Management Program.

1.7 Management and Maintenance of Property

- 1.7.1 Exterior Colors. The exterior colors of buildings constructed on the Property (including roofing materials) shall be consistent with the regional character of the architecture and harmonious with the existing surroundings of the Property.

- 1.7.2 Windows. The windows in buildings constructed on the Property shall be non-reflective glass.

- 1.7.3 Gates. The gates at the entrance to the Multifamily Tract shall be of decorative metal. Gates shall be maintained in proper working order at all times, and operated in the closed mode. The Owner of the Multifamily Tract shall use commercially reasonable efforts to maintain such gates, and shall diligently pursue repair of such gates so that they function in closed mode. If the Neighborhood Party gives Owner notice that the gates are non-operational, then Owner shall have three (3) days after such notice within which to make the gates operational, and if the gates can not be made operational within such 3-day period, then Owner shall close the non-operational gate to vehicular traffic and require residents of the project to use the other gated entry in and out of the Multifamily Tract until such time as the non-operational gate is repaired.

- 1.7.4 Exterior Lighting. Exterior lighting on the Multifamily Tract and the Single Family Tract will be designed to include primarily downward shielded light fixtures and to the extent commercially reasonable shall be directed away from the Westlake Drive Extension, provided, however, that certain exterior lights required for safety considerations for the residents of the Property may direct light toward the Westlake Drive Extension as long as such lights are no more than fourteen feet (14') above ground level. Exterior lighting on the Service Station Tract shall comply with section EL-1 of the City's Commercial Design Standards as approved by the City Council on May 12, 2005.

- 1.7.4.1 Parking Lot and Security Lighting: All pole mounted lights shall be downward shielded and no more than twenty-eight feet (28') in height, provided that pole mounted lights on the Single Family Tract shall be no

more than twenty feet (20') in height.

- (a) Fixtures shall (i) be limited to four (4) per pole and shall have no up-light, nor lamps/light reflecting lenses extended below the plane of the lowest point of the fixture housing and be of an IES controlled distribution of Types 2, 3, 4 or 5, (ii) provide a cut-off not to exceed 90E from nadir so that light is not emitted above the horizontal plane, and (iii) shall not exceed 200 lamp watts each.
- (b) Building mounted wall packs shall (i) not exceed a lamp wattage of 250 watts, (ii) be mounted no higher than twenty-eight feet (28') from the ground/pavement to the bottom of the fixture, and (iii) be configured with a full front metal shield with a sharp cut-off of 85E or better to block the lamp source from line of sight view. Open faced wall packs of any wattage or size are prohibited.
- (c) Flood lights, not to exceed the lamp wattage of 100 watts may be used if ground mounted and shielded/hooks, other flood lights and dusk-to-dawn fixtures of any wattage or size are prohibited.

1.7.4.2 Landscape Lighting.

- (a) Landscape lighting such as tree lighting shall be achieved using the "moon lighting" method whereby the light source is located above and not on the ground. Up lighting using flood/well lights is prohibited except as provided in section (b) of this subsection. Fixtures shall be no higher than twenty-eight feet (28') measured from the ground to the bottom of the fixture. Fixture wattage shall not exceed 250 lamp watts. Lamp shall be housed in bullet style enclosures with an extending truncated shield to maximize cutoff.
- (b) Floodlights, not exceeding the lamp wattage of 100 watts, may be used if ground mounted and shielded/hooded. Other floodlights and dusk-to-dawn fixtures of any wattage or size are prohibited.
- (c) Fixture lamps shall be quartz halogen, fluorescent, metal halide, mercury vapor, high pressure sodium or other lamp types approved by the Architectural Committee.

- 1.7.5. HVAC Components. All exterior components of HVAC Equipment (including equipment situated on the roof of any building) located on the Property shall be screened from view from the property located in the Neighborhood Party constituent neighborhoods of, The Creek at Riverbend, Hunterwood, Bunny Run Neighborhood Association, and Bridgehill Neighborhood Association, as well as

from the Westlake Drive Extension or from any of the adjacent Tracts E-16, D-1 or D-1A (collectively, the "West Side Neighbor Properties").

- 1.7.6 Water Quality Ponds. All water quality ponds on the Property shall be surrounded by a four foot (4') tall decorative metal fence which shall be consistent with other such decorative metal fences which screen other water quality ponds situated on "the Davenport" project located west of Capital of Texas Highway. No chain link fences shall be used to enclose such water quality ponds. Additionally, the walls of any such water quality ponds which are visible from the West Side Neighbor Properties or public streets shall be landscaped by plantings designed to achieve a hedge-like appearance equal to or greater than the height of such walls. Such plantings shall utilize native plant materials located at intervals which are adequate to achieve such appearance, and such plantings shall be adequately irrigated. Such plantings shall supplement native vegetation to provide screening of such ponds from the West Side Neighbor Properties. Owners of the portion(s) of the Property where such ponds are located, or their successors and assigns, as applicable, shall be responsible for maintaining the water quality ponds and the landscaping surrounding the water quality ponds.
- 1.7.7 Trash Pick-up/Screening of Dumpsters. No trash pick up on the Multifamily Tract or the Service Station Tract of the Property shall be permitted after 10:00 pm or before 6:00 am. All trash dumpsters shall be screened in accordance with the City of Austin standards.
- 1.7.8 Signage. No lighted signage (except building identification numbers) on the buildings on the Multifamily Tract portion of the Property shall be visible from the West Side Neighbor Properties. No permanent or temporary rooftop signage shall be allowed on any structure on the Property. No banner signs may be attached to the sides of any building on any of the Property. The Owner of the Multifamily Tract may install and maintain two temporary leasing signs at two (2) locations along Loop 360 for the first nine (9) months following issuance of the Final CO for the clubhouse on the Multifamily Tract, after which nine-month period such leasing signage shall be removed. Owner may install construction and development identification signage on the Multifamily Tract, such signage to be removed when the Final CO for the Multifamily Tract is issued by the City. The permanent monument signage for the Multifamily Tract on Loop 360 shall be limited to sixty-four (64) square feet, and such signage on Westlake Drive Extension shall be limited to thirty-five (35) square feet.
- 1.7.9 Music/Noise. No amplified or non-amplified music, paging systems, speakers, bells, chimes or other sound amplification devices which are audible on the West Side Neighbor Properties shall be utilized on the Multifamily Tract portion of the Property, provided, however, that the following shall be allowed: (a) any such paging systems, speakers, bells, chimes or other sound amplification devices for

emergency purposes, (b) any such music, paging systems, bells, chimes or other sound amplification devices which are occasionally utilized by tenants or for occasional community, special event or recreational purposes prior to 10 pm, and (c) residents may make ordinary use of personal stereo equipment.

1.7.10 Protection of Vegetation During Construction. The limits of construction shall be protected during construction activities by fencing which complies with applicable requirements of the City of Austin, so that none of the vegetation in the areas outside such construction zones will be destroyed. A construction zone is a ten foot (10') setback from all proposed improvements.

1.7.11 Antennae: Satellite Dishes. Except as provided in this Section 1.7.11 or in Section 1.7.13 below, no exterior radio, television or communication antenna or aerial or satellite dish shall be erected or maintained within the Property; provided, however, the Owner upon obtaining prior written approval of the Architectural Committee, which shall not be unreasonably withheld, may install one or more satellite dishes having a diameter of eighteen inches or less in an inconspicuous location on or about the Property.

1.7.12 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner thereof.

1.7.13 Balcony Restrictions. On the Multifamily Tract no laundry or barbeque pits shall be allowed to be maintained on any balcony which is visible from any street or other lot in the PUD. No satellite dishes shall be attached to or maintained on the roofs or other portions of any of the Multifamily Buildings, provided, however, that notwithstanding any other provision of this Declaration to the contrary satellite dishes may be maintained on balconies as provided by applicable law.

1.8 Entitlement Allocations. The impervious cover and wastewater capacity that have been allocated to the Property by the City of Austin shall be initially allocated among the Multifamily Tract, the Service Station Tract, and Tract E-16 as follows: (i) Impervious Cover –Service Station Tract, 0.8 acres; Tract E-16, 3.12 acres; and Multifamily Tract, the balance, and (ii) Wastewater Capacity –Service Station Tract, 3 LUEs; Tract E-16, 28.7 LUEs; and Multifamily Tract, the balance. The Owners of the tracts within the Property may, by mutual written agreement between or among them, as the case may be, reallocate any such entitlements.

ARTICLE 2.

Notice of Use Changes

2.1 Timing of Notice. Owner shall notify the Neighborhood Party, by notice as provided below, thirty days prior to presenting any proposed zoning change to anyone with the City of Austin.

Restrictive Covenants (080505).15a.doc

- 2.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Declaration by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) one (1) business day after being placed in a prepaid package with a national, reputable overnight courier addressed to the other parties at the address hereinafter specified; or (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. Any party may change its address for notices by giving five (5) days' advance written notice to all other parties hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses and facsimile numbers for notices hereunder are as follows:

Gables Realty Limited Partnership
6850 Austin Center Blvd., Suite 200
Austin, Texas 78731
Attention: Brett Denton
Facsimile: 512-502-6009

With a copy to:

Gables Realty Limited Partnership
3500 Maple, Suite 1400
Dallas, Texas 75219
Attention: Douglas G. Chesnut
Facsimile: 214-252-2601

and

Drenner Stuart Wolff Metcalfe von Kreisler, LLP
Attn: Steven C. Metcalfe
301 Congress Avenue, Suite 1200
Austin, Texas 78701
Facsimile: 512-404-2244

Protestant Episcopal Church Council of the Diocese of Texas
c/o Episcopal Diocese of Texas
The Diocesan Center
3203 West Alabama
Houston, Texas 77098
Attn: Treasurer
Facsimile: 713-520-5723

With a copy to:

St. Stephen's Episcopal School
Restrictive Covenants (080505).15a.doc

2900 Bunny Run
Austin, Texas 78746
Attn: Brad Powell
Facsimile: 512-327-1311

And

Richard L. Whitley
Rogers & Whitley, L.L.P.
2210 San Gabriel
Austin, Texas 78705
Facsimile: 512-334-4612

Davenport/Bunny Run Alliance, Inc.,
C/o Stephen Wagh
3500 Upper Rivercrest Drive
Austin, Texas 78746

With a copy to:
Terrence L. Irion
3660 Stone Ridge Road, Suite B-102
Austin, Texas 78746
Facsimile: 512-347-7085

ARTICLE 3.

Default and Remedies

- 3.1 Violation. If any person or entity shall violate or attempt to violate this Declaration, it shall be lawful for Gables and Gables' successors and assigns, or the Neighborhood Party, but no other entity, to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant to prevent the person or entity from taking such actions. Notwithstanding the foregoing, a party who believes that the other party has violated this Declaration shall give such party thirty (30) days' written notice of and an opportunity to cure such violation. During such 30-day cure period, the other party may not pursue its remedies unless otherwise specifically provided herein (as, e.g., in Section 1.7.3 above).
- 3.2 No Waiver. The failure to enforce any provision of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Declaration. A violation of any provision of this Declaration, shall never be grounds for, nor give rise to the modification, amendment or termination of any provision in this Declaration.

Restrictive Covenants (080505).15a.doc

ARTICLE 4.
General Provisions

- 4.1 Severability. If any part of this Agreement or covenant is declared invalid, by judgment or Court order, the same shall in no way affect any of the other provisions of this Agreement and such remaining portions of this Agreement shall remain in full effect.
- 4.2 No Third Party Beneficiary. The provisions of this Declaration are for the exclusive benefit of the Owner and the Neighborhood Party and their successors and assigns, and not for the benefit of any third person, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person.
- 4.3 No Dedication. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Property other than the covenants, conditions, and restrictions specifically set forth herein. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.
- 4.4 Attorneys' Fees. The unsuccessful party in any action brought to enforce this Declaration shall pay to the prevailing party a reasonable sum for costs incurred by the prevailing party in enforcing this Declaration, including attorneys' fees and expert professional fees, including those of architects, engineers, surveyor and land planners, if any and court costs.
- 4.5 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Property by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.
- 4.6 Estoppel Certificates. Any party (or any mortgagee holding a first lien security interest in any portion of the Property) may, at any time and from time to time, in connection with the leasing, sale or transfer of its tract, or in connection with the financing or refinancing of its tract by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other party requesting that such party execute a certificate, in a form reasonably acceptable to such party, certifying that, to such party's then current actual (not constructive) knowledge, (i) the other parties are not in default in the performance of their obligations to or affecting such party under this Declaration, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Declaration as may be reasonably requested. A party shall execute and return such certificate within twenty (20) days following its receipt of a request therefore.

- 4.7 Counterparts; Multiple Originals. This Declaration may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 4.8 Modification, Amendment or Termination. This Declaration (including exhibits) may be modified, amended, or terminated only by joint action of the Neighborhood Party and the then Owner of the Multifamily Tract; provided, however, that any modification of Section 1.5.2 (pertaining to the New St. Stephen's School Entrance) must also be agreed to by the Diocese; and provided further that any modification of a section of this Declaration on the Service Station Tract (as, e.g., Section 1.2.1) must also be agreed to by the then Owner of the Service Station Tract, and any modification of a section of this Declaration on the Single Family Tract (as, e.g., Section 1.1) must also be agreed to by the then Owner(s) of a majority of the area of the Single Family Tract. Any such modification, amendment, or termination must be in writing, signed by each of the parties whose signature is required in form suitable for recording.
- 4.9 Entire Declaration. This Declaration, together with the Settlement Agreement described in Recital E, constitutes the entire agreement between the parties hereto regarding the matters set forth herein, and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the Owner and the Neighborhood Party. This Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.
- 4.10 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. Subject to the other provisions hereto, this Declaration shall bind and inure to the benefit of the parties and their respective heirs, representatives, lessees, successors and assigns. Reference to "St. Stephen's" or "Gables" or "Owner" includes the future owners of their respective portions of the Property, including any portions of the Property that may in the future be created as separate tracts pursuant to a resubdivision of any portion of the Property. The singular number includes the plural and the masculine gender includes the feminine and neuter.
- 4.11 Exculpation. Any person or entity acquiring fee title to any portion of the Property shall be bound by this Declaration only as to the portion acquired by such person or entity and such person or entity shall not be liable for violations occurring on any portion of the Property which it does not own. Such person or entity (including, without limitation, any party specifically identified as an "Owner" herein) shall be bound by this Declaration only during the period such person or entity is the fee owner of such portion, except as to obligations, liabilities or responsibilities that accrue during said period of ownership, and shall otherwise be released from the obligations hereunder when such person or entity is no longer the owner of a portion of the Property. Although persons or entities may be released under this Section 4.11, the covenants, conditions, and restrictions in this

Declaration shall continue to be benefits and servitudes upon the Property running with the land.

- 4.12 Subject to Law. All of the restrictions and obligations of Owner hereunder are subject to, and, to the extent in conflict with, limited by, applicable federal, state, and local statutes, laws, ordinances, and rules.
- 4.13 Diocese Restrictive Covenant. Contemporaneously herewith, Gables and the Diocese have entered into and recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions with respect to the Property (the "Diocese CCRs"). Notwithstanding anything to the contrary contained herein or in the Diocese CCRs, the parties acknowledge that to the extent there are standards or limitations contained in the Diocese CCRs which conflict with the standards or limitations contained herein, then the provisions of this Agreement shall control over any such conflicting terms.
- 4.14 Effectiveness. This Declaration shall not be effective unless and until the purchase of the Property by Gables or its assignee from the Diocese pursuant to the St. Stephen's Contract has closed, provided that the parties agree that Gables or its assignee, as purchaser of the Property, shall take the Property subject to this Declaration.

EXECUTED this the 27 day of September, 2005.

| | |
|-----------|--|
| Exhibit A | Legal Description, 31.852 acres |
| Exhibit B | Legal Description, Tract D-1A |
| Exhibit C | Prohibited GR Uses |
| Exhibit D | Convenience Store Items |
| Exhibit E | Building and Wall Locations |
| Exhibit F | Exterior Elevations |
| Exhibit G | [Intentionally omitted] |
| Exhibit H | Intersection: Royal Approach and Westlake Drive |
| Exhibit I | Intersection: Westlake Drive and new St. Stephen's drive and Multifamily drive |
| Exhibit J | Westlake Drive and Loop 360: Existing Conditions |
| Exhibit K | Westlake Drive and Loop 360: West Side |
| Exhibit L | Westlake Drive and Loop 360: Loop 360 turning West |
| Exhibit M | Westlake Drive and Loop 360: Loop 360 turning East |
| Exhibit N | Westlake Drive and Loop 360: East Side |

[Signatures to Follow]

Restrictive Covenants (080505).15a.doc

OWNER:

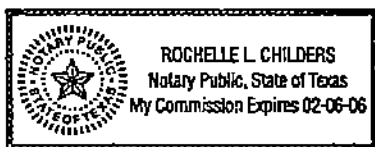
PROTESTANT EPISCOPAL CHURCH
COUNCIL OF THE DIOCESE OF TEXAS, a
Texas non-profit corporation

By: Stuart Hellmann
Stuart Hellmann, its President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of August,
2005, by Stuart Hellmann, President, Inc., a Texas corporation, on behalf
of said corporation.

Rochelle L. Childers
Notary Public, in and for The State of Texas



AND

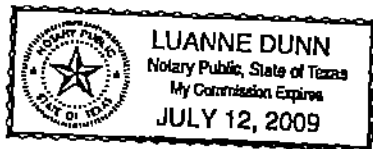
GABLES REALTY LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Gables GP, Inc.,
a Texas corporation,
its sole general partner

By: Brett M. Denton
Brett M. Denton, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of August, 2005, by Brett M. Denton, Vice President of Gables GP, Inc., a Texas corporation, sole general partner of Gables Realty Limited Partnership, a Delaware limited partnership, on behalf of said corporation and limited partnership.



Luanne Dunn
Notary Public, in and for The State of Texas

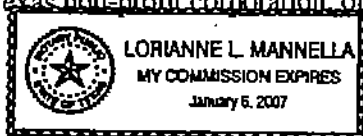
NEIGHBORHOOD PARTY

Davenport/Bunny Run Alliance, Inc.,
a Texas non-profit corporation

By: Steph A. Wagh
Its President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of August, 2005, by Stephen A. Wagh, President of Davenport/Bunny Run Alliance, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Lorianne L. Mannella
Notary Public, in and for The State of Texas

After Recording, Please Return To:

Terrence L. Irion
3660 Stone Ridge Road, Suite B-102
Austin, Texas 78746



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-476-7103
Fax: 512-476-7105

510 South Congress Ave.
Suite B-100
Austin, Texas 78704

31.852 ACRES
TRACT 1 COMMERCIAL

A DESCRIPTION OF 31.852 ACRES IN THE BURKE TRAMMELL SURVEY 3, ABSTRACT NO. 768, TRAVIS COUNTY, TEXAS AND THE ANTONIO RODRIGUEZ SURVEY NO. 4, ABSTRACT NO. 656, BEING A PORTION OF A 404.82 ACRE TRACT OF LAND CONVEYED TO PROTESTANT EPISCOPAL SCHOOL COUNCIL OF THE DIOCESE OF TEXAS BY WARRANTY DEED DATED MAY 12, 1978 IN VOLUME 6177, PAGE 1858 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 31.852 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Type I concrete highway monument found in the west right-of-way line of Capital of Texas Highway (right-of-way width varies), being the southeast corner of Lot 2, Block D, Davenport West P.U.D. Section 5, Phase 5, a subdivision of record in Document Number 200000171 of the Official Public Records of Travis County, Texas;

THENCE with the west right-of-way line of Capital of Texas Highway the following two (2) courses:

1. South 34°07'35" West a distance of 803.01 feet to a Type I concrete highway monument found;
2. South 29°09'07" West a distance of 458.07 feet to a 1/2" rebar found for the northeast corner of Lot 1, St. Stephen's School, a subdivision of record in Volume 90, Page 204 of the Plat Records of Travis County, Texas;

THENCE with the north line of said Lot 1 the following four (4) courses:

1. North 60°51'01" West a distance of 354.98 feet to a aluminum disk found stamped "Kent McMillan";
2. Along a curve to the right, an arc length of 904.63, a radius of 479.73 feet and a chord which bears North 06°48'54" West a distance of 776.43 feet to a 1/2" rebar found;
3. North 47°06'46" East a distance of 3.03 feet to a 1/2" rebar found;
4. North 61°12'32" West a distance of 1013.05 feet to a 1/2" rebar with cap set;

EXHIBIT A

THENCE over and across the said 404.82 acre tract the following four (4) courses:

1. North 28°47'28" East a distance of 50.00 feet to a 1/2" rebar with cap set;
2. North 65°26'46" East a distance of 253.98 feet to a 1/2" rebar with cap set;
3. North 44°54'36" East a distance of 198.61 feet to a 1/2" rebar with cap set;
4. South 66°02'02" East a distance of 107.07 feet to a 1/2" rebar with cap set for the westernmost corner of Lot 17, Block E, Davenport West P.U.D. Section 5, Phase 6, a subdivision of record in Document Number 200000169 of the Official Public Records of Travis County, Texas;

THENCE South 66°02'02" East with the south line of said Lot 17 a distance of 808.25 feet to a 1/2" rebar found for the southwest corner of the right-of-way termination line of Westlake Drive (90' right-of-way), being also the southeast corner of said Lot 17;

THENCE with the south termination right-of-way line of Westlake Drive the following three (3) courses:

1. South 69°05'46" East a distance of 1.77 feet to a 1/2" rebar found;
2. South 66°00'29" East a distance of 87.60 feet to a 1/2" rebar found;
3. South 65°47'17" East a distance of 0.69 feet to a 1/2" rebar found for the southeast corner of the right-of-way termination line of Westlake Drive, being also the southwest corner of said Lot 2;

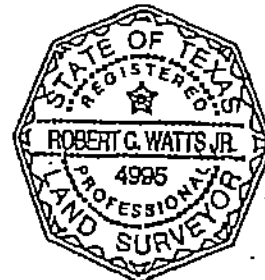
THENCE South 68°49'47" East, with the south line of Lot 2, a distance of 694.23 feet to the POINT OF BEGINNING, containing 31.852 acres of land, more or less.

Based upon a survey made in November, 2000. Bearing basis is record deed information, being the south line of a 98.3487 acre tract of land described in a deed of record in Volume 10950, Page 1805 of the Real Property Records of Travis County, Texas. Attachments: Survey Drawing No. 101-2001.dwg.

Robert C. Watts, Jr.

1-11-01

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



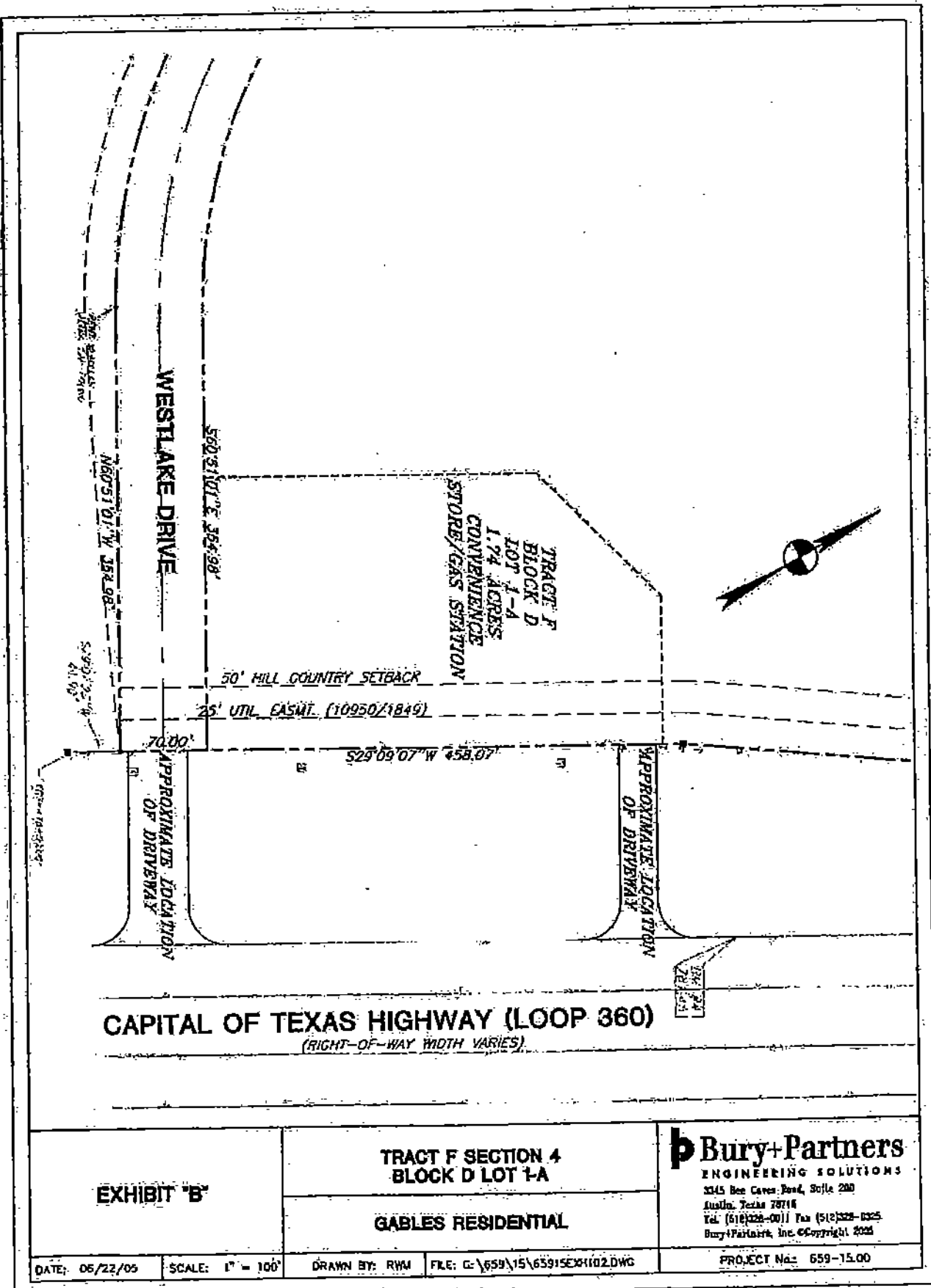


Exhibit C

Prohibited GR Uses on Tract D-1A

Pawn Shop Services
Off-Site Accessory Parking
Hotel-Motel
Funeral Services
Commercial Off-Street Parking
Automotive Rentals
Automotive Repair Service except as accessory to a service station
Automotive Sales
Bail Bond Service
Communications Services
Exterminating Services
Indoor Entertainment
Indoor Sports and Recreation
Outdoor Sports and Recreation
Theater
Communication Service Facilities
Congregate Living
Family Home
Group Home, Class I (General)
Group Home, Class I (Limited)
Group Home, Class II
Group Residential
Local Utility Services
Residential Treatment
Urban Farm

Exhibit D

Convenience Store Items

To include at a minimum:

Staples

(Bread, milk, cheese, butter, margarine, juice, coffee, tea, soda, bottled water)

(eggs, ice cream, salt, pepper, mayonnaise, mustard, sugar, ice, lunch meat, pickles)

personal hygiene products

(shampoo, deodorant, tooth paste, tooth brush, soap)

baby products

(diapers, baby food, baby powder)

detergent

(laundry detergent, dishwashing detergent)

paper goods

(toilet paper, paper towels, napkins, paper plates, plastic utensils)

school supplies

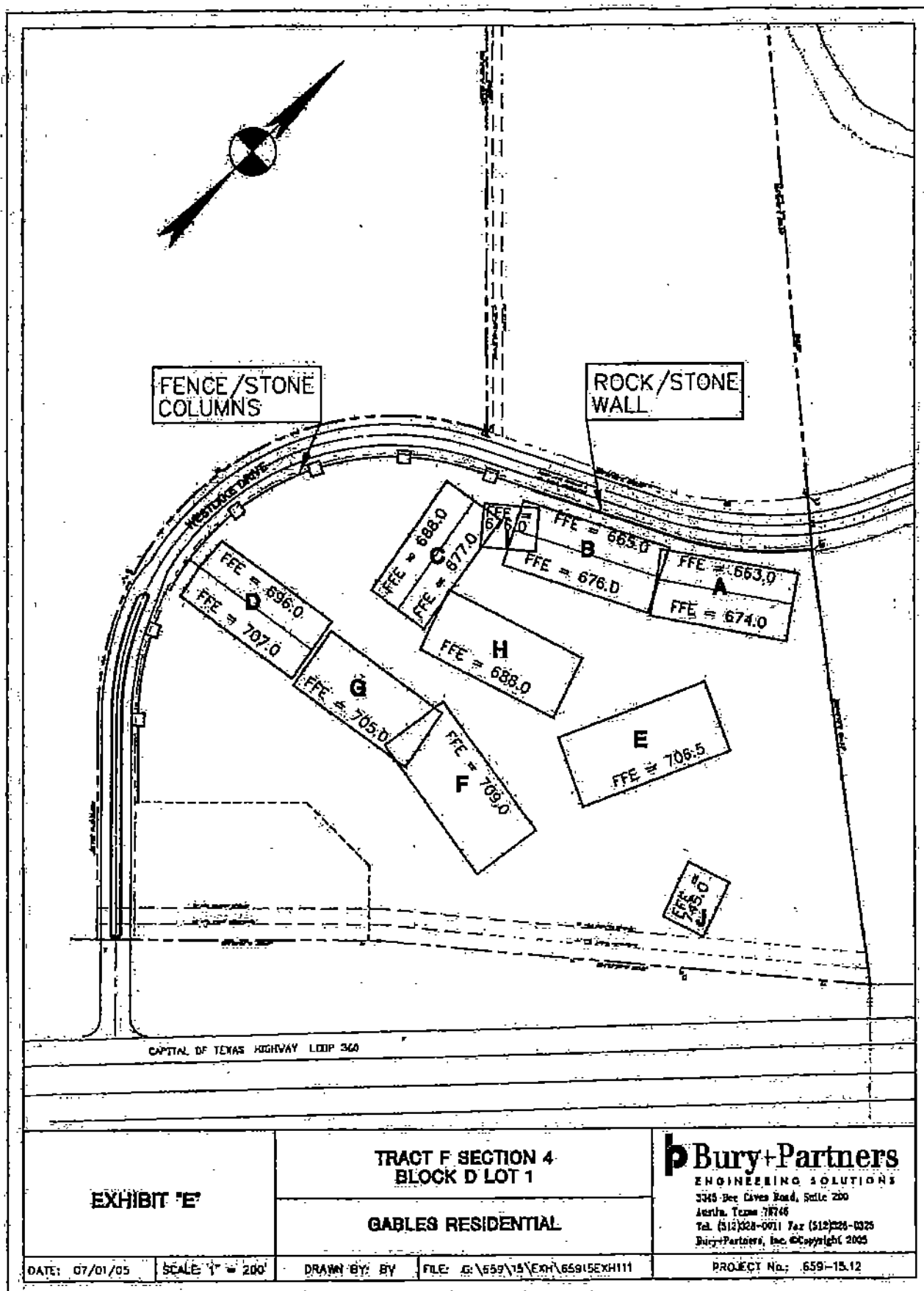
(poster board, pencils, pens, paper, tape, markers, rulers)

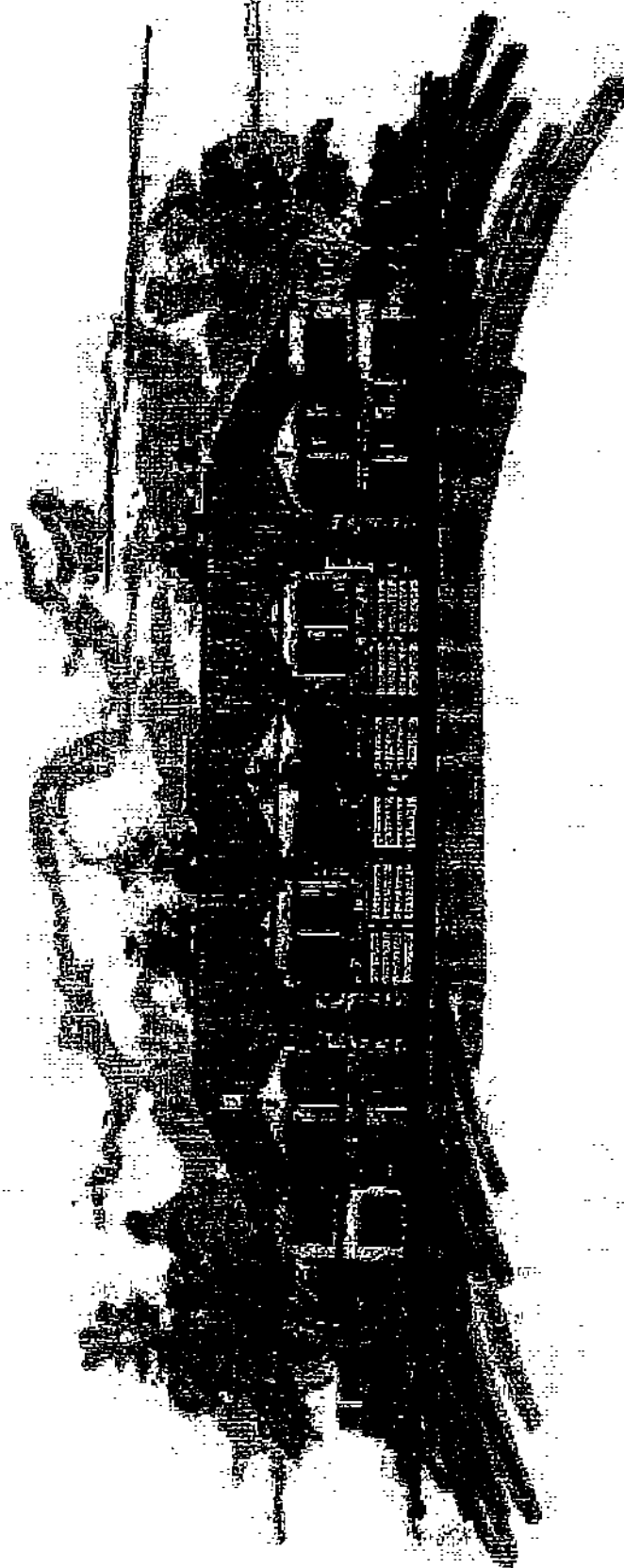
first aid supplies

(bandages, insect bite spray, poison control)

pet supplies

(dog food, cat food)





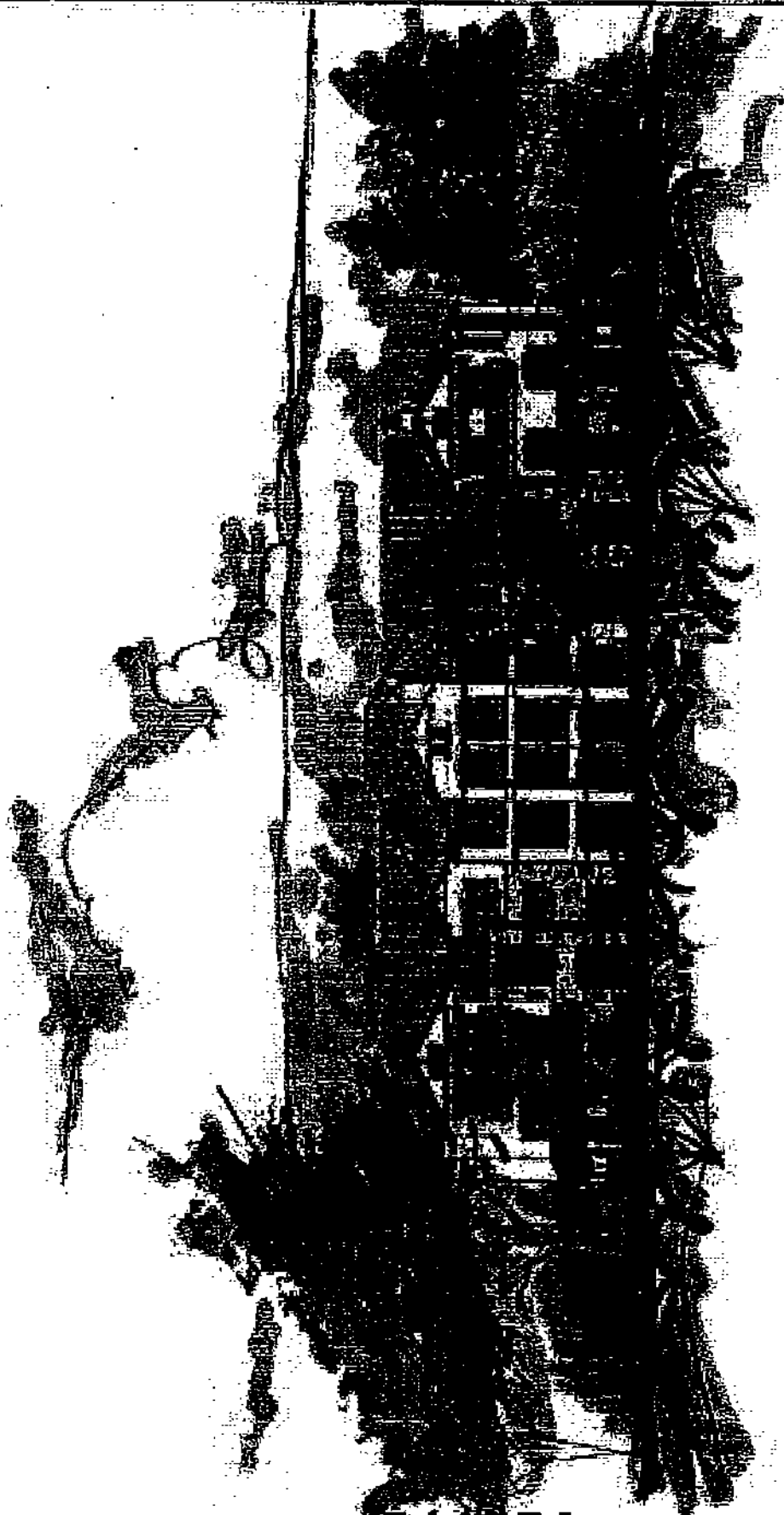


Exhibit F-2

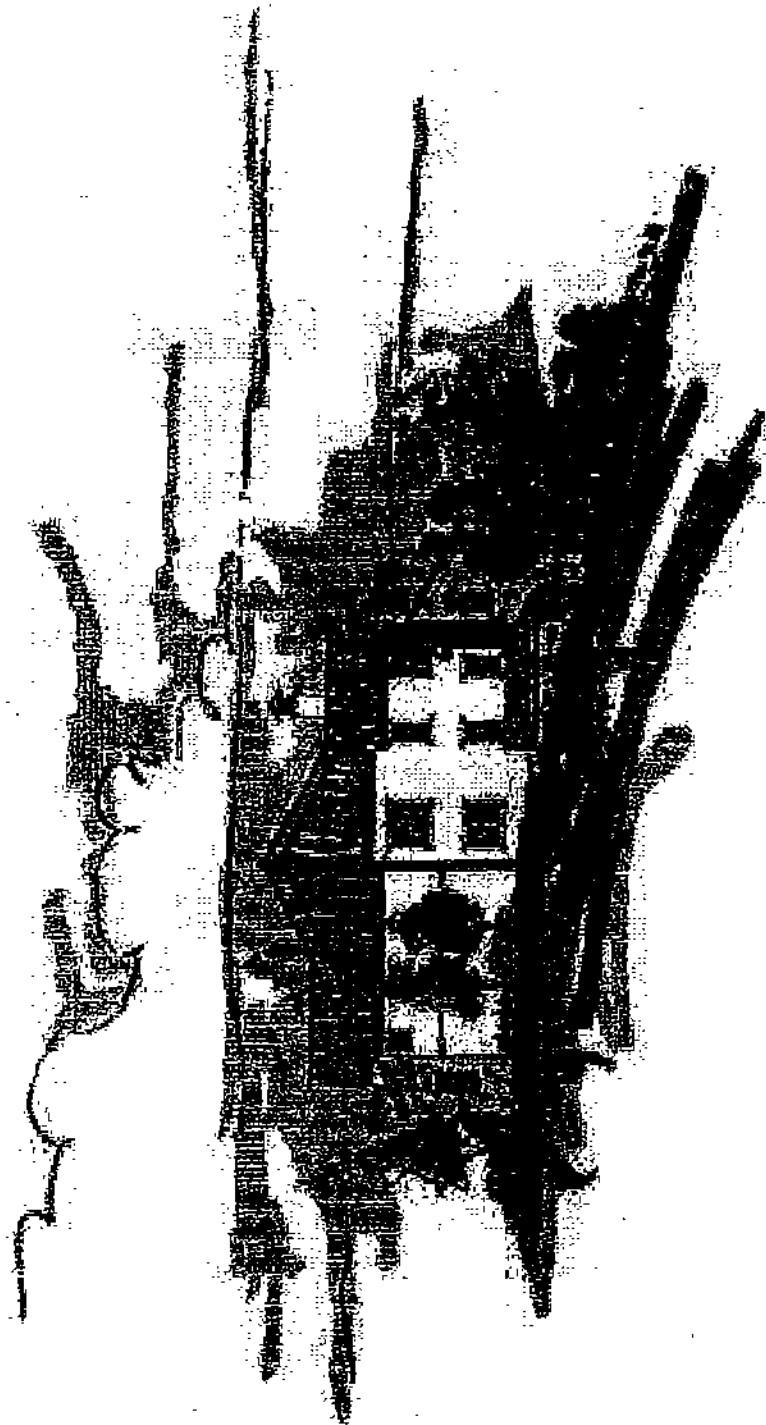
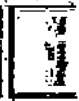
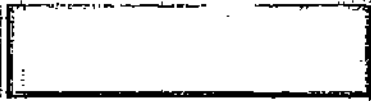


Exhibit F-3

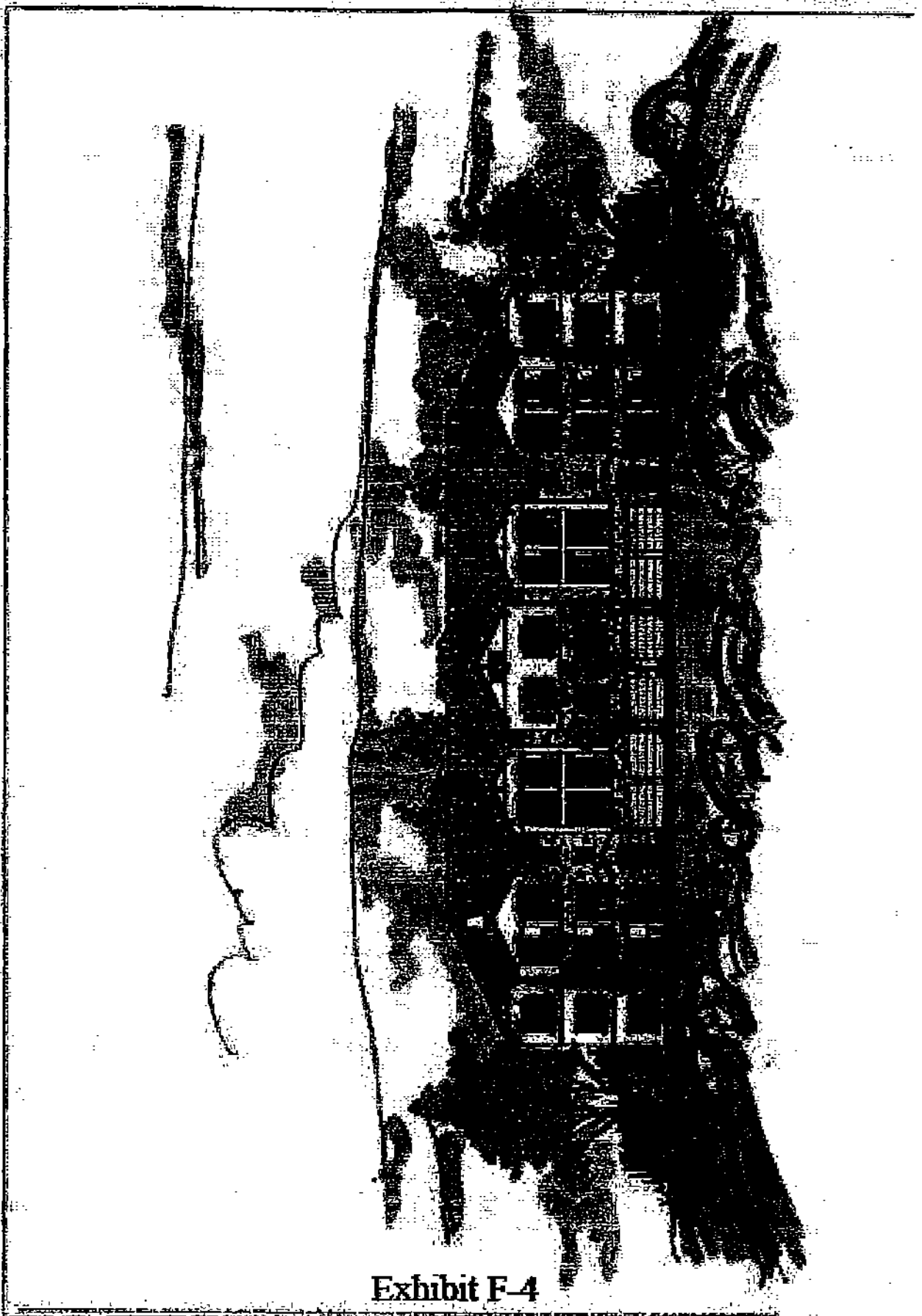


Exhibit F-4

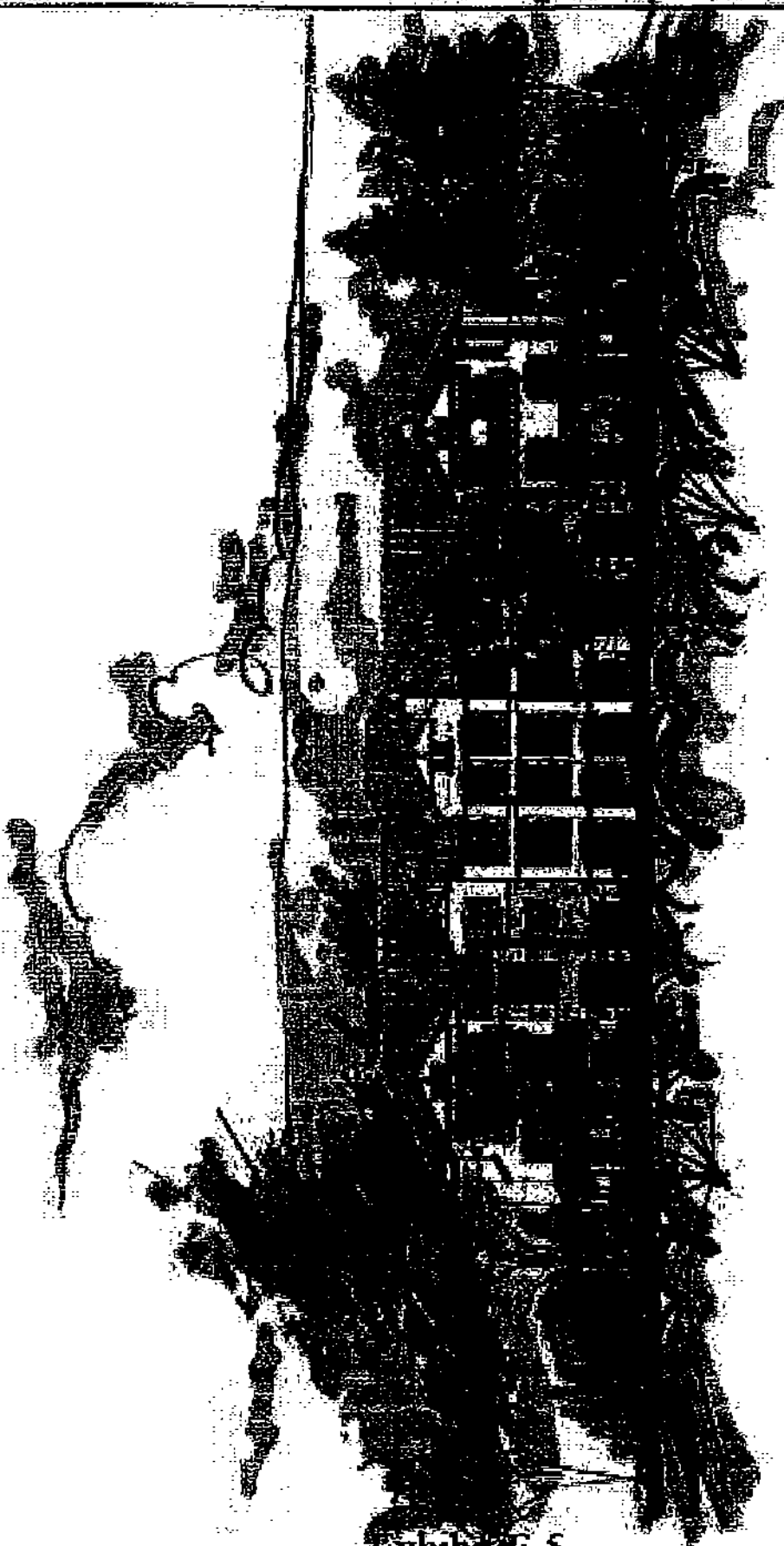


Exhibit F-5

**Exhibit F-6**

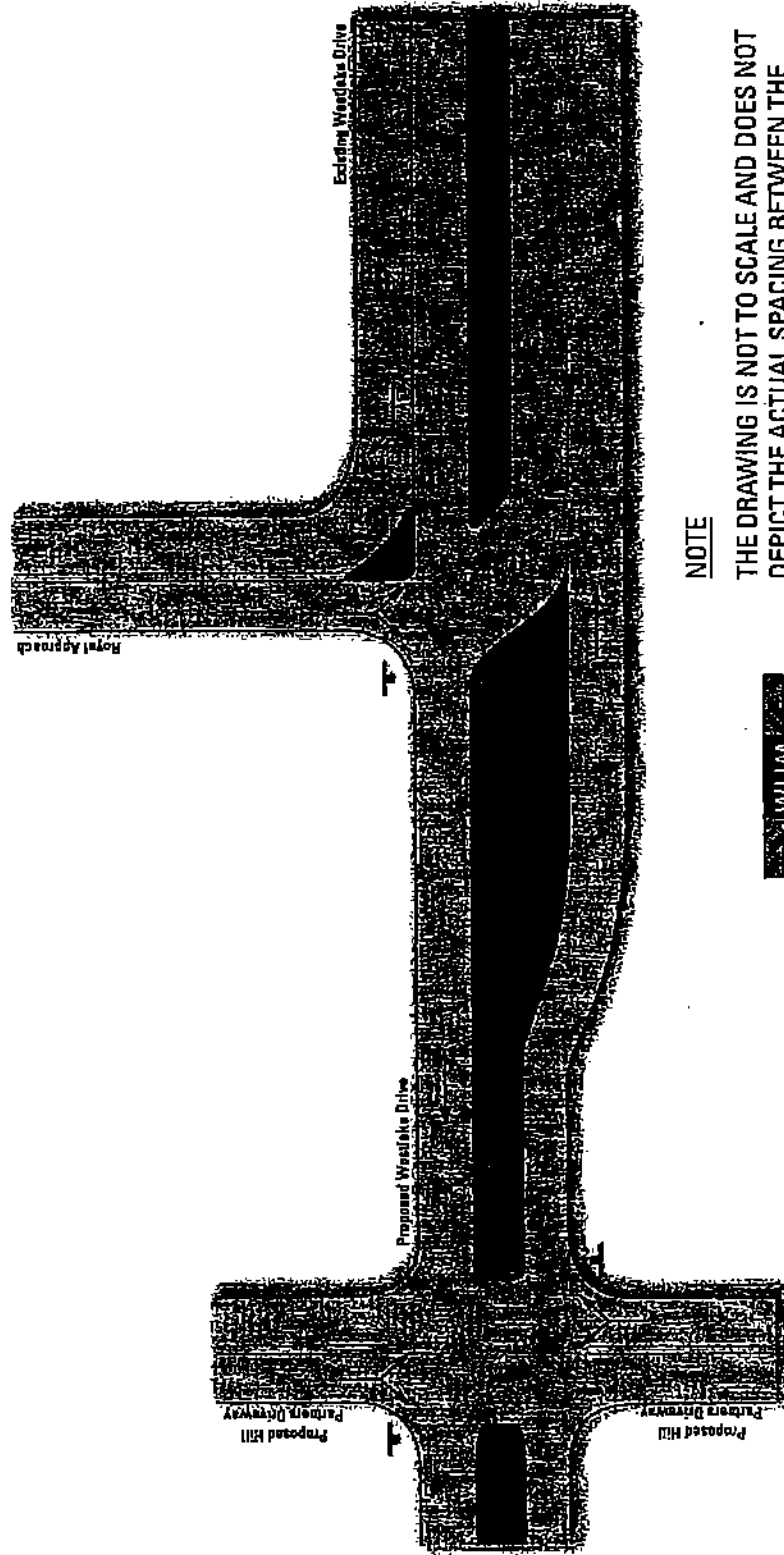
Exhibit G

[Intentionally omitted]

Restrictive Covenants (072605).12.doc

WESTLAKE GABLES

PROPOSED (CONCEPTUAL)* MEDIAN DESIGN



NOTE

THE DRAWING IS NOT TO SCALE AND DOES NOT
DEPICT THE ACTUAL SPACING BETWEEN THE
PROPOSED HILL PARTNERS DRIVEWAYS
AND ROYAL APPROACH.



* FINAL DESIGN DETAILS TO BE DETERMINED

EXHIBIT H

WESTLAKE GABLES

WESTLAKE DRIVE MEDIAN EXHIBIT

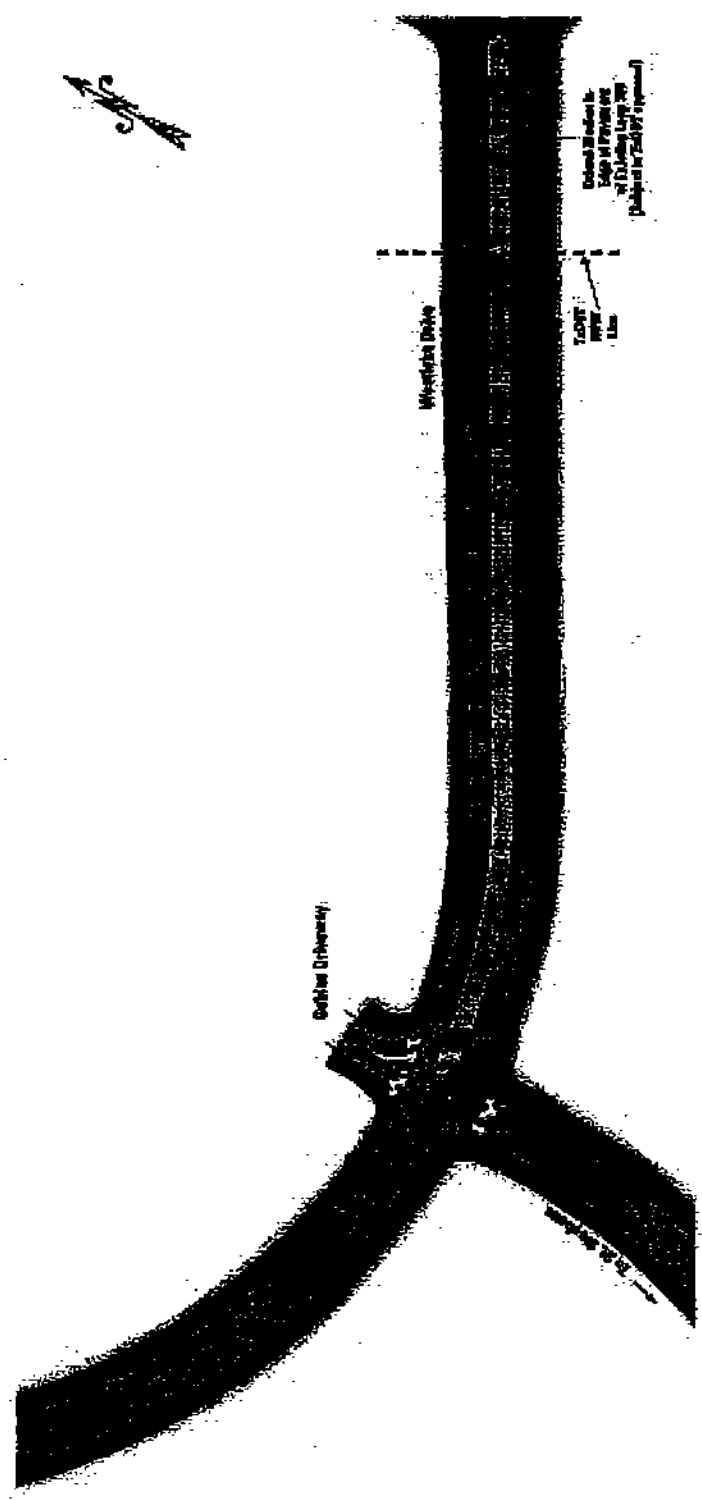


EXHIBIT I

LOOP 360 AT WESTLAKE DRIVE

EXISTING CONDITIONS

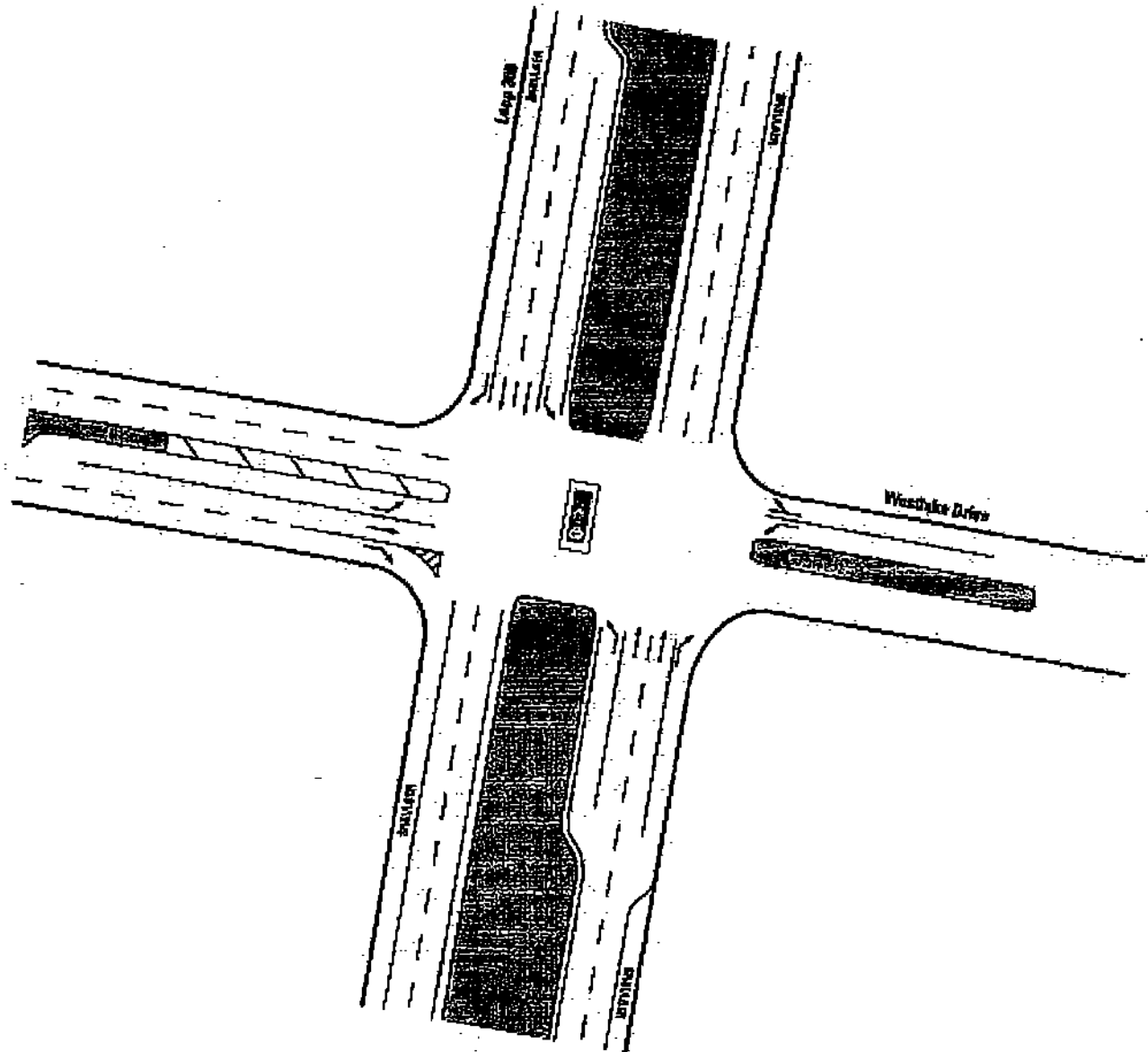
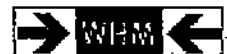


EXHIBIT J



LOOP 360 AT WESTLAKE DRIVE

PROPOSED CONDITIONS

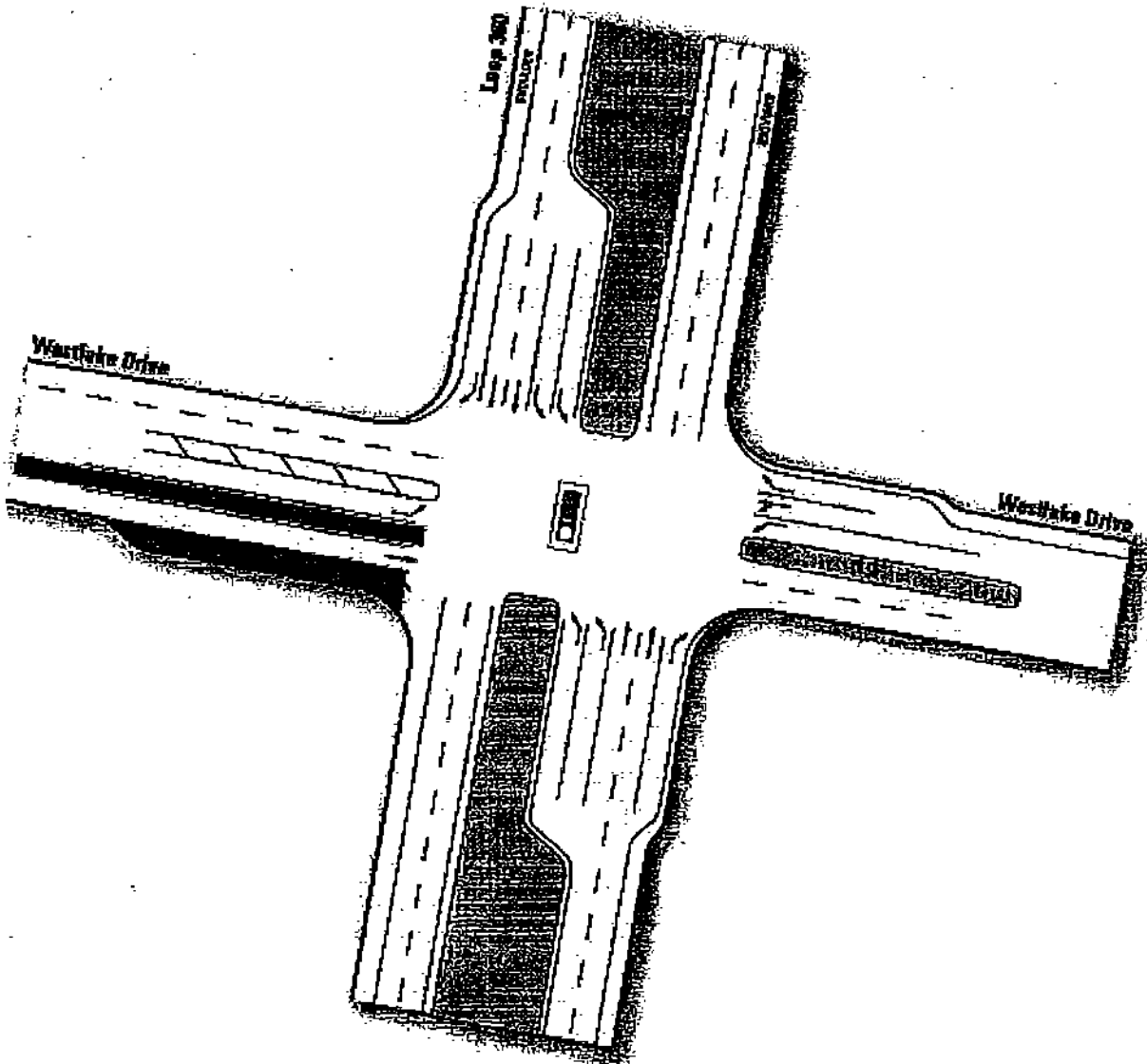
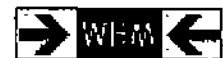


EXHIBIT K



LOOP 360 AT WESTLAKE DRIVE
PROPOSED CONDITIONS

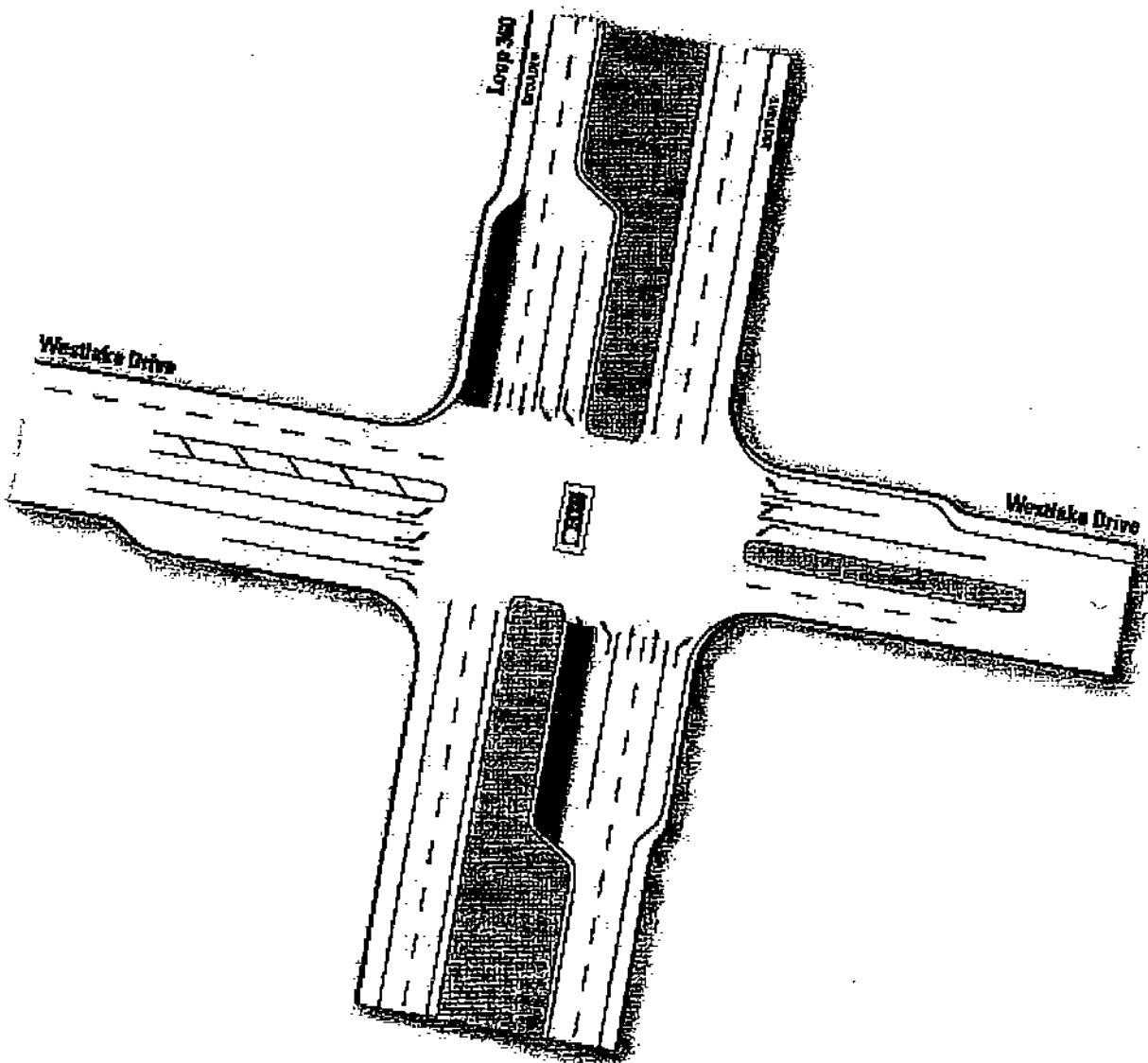


EXHIBIT L



LOOP 360 AT WESTLAKE DRIVE

PROPOSED CONDITIONS

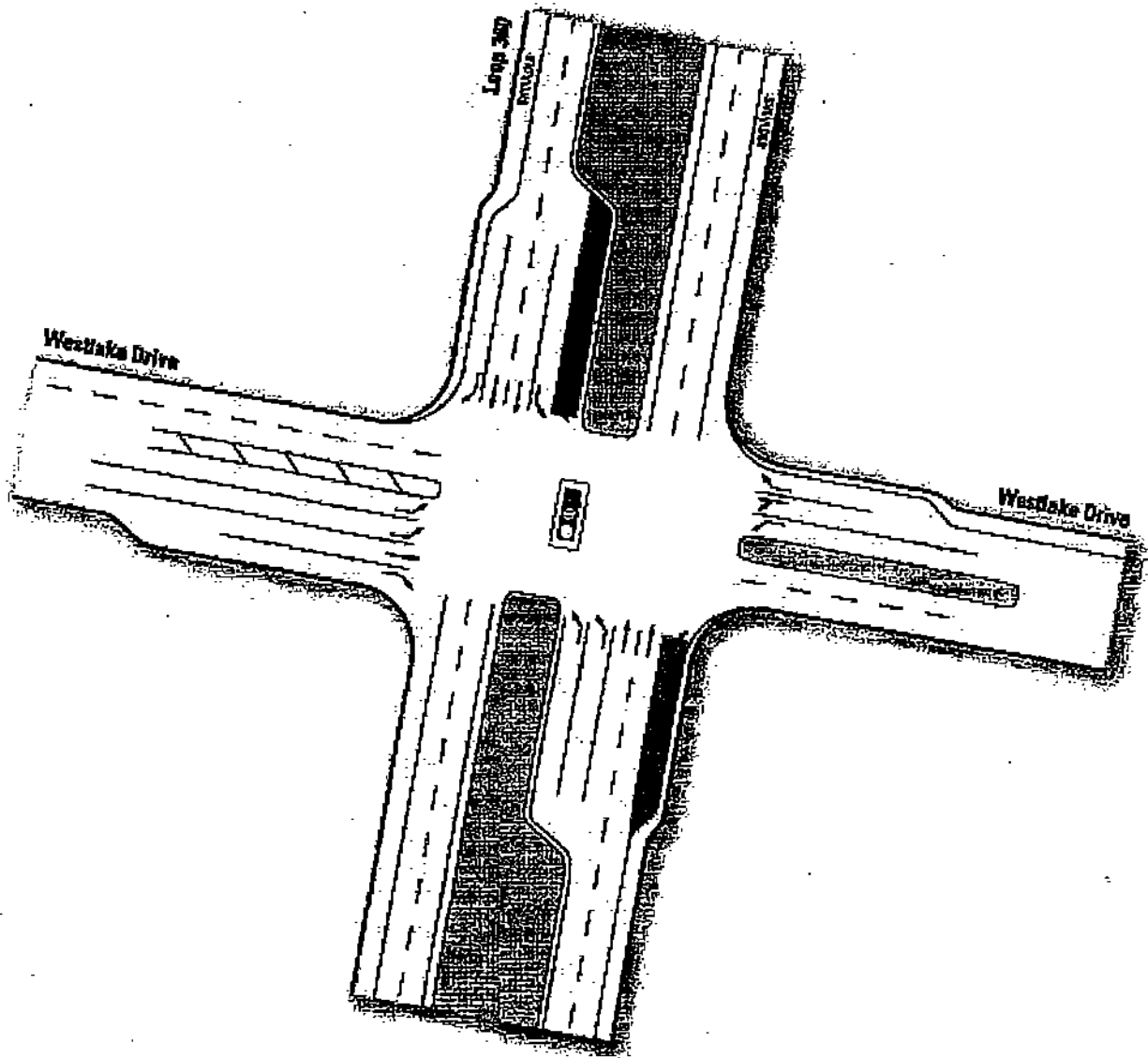
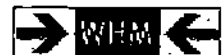


EXHIBIT M



LOOP 360 AT WESTLAKE DRIVE
PHOTOGRAPH DATED 10/28/88

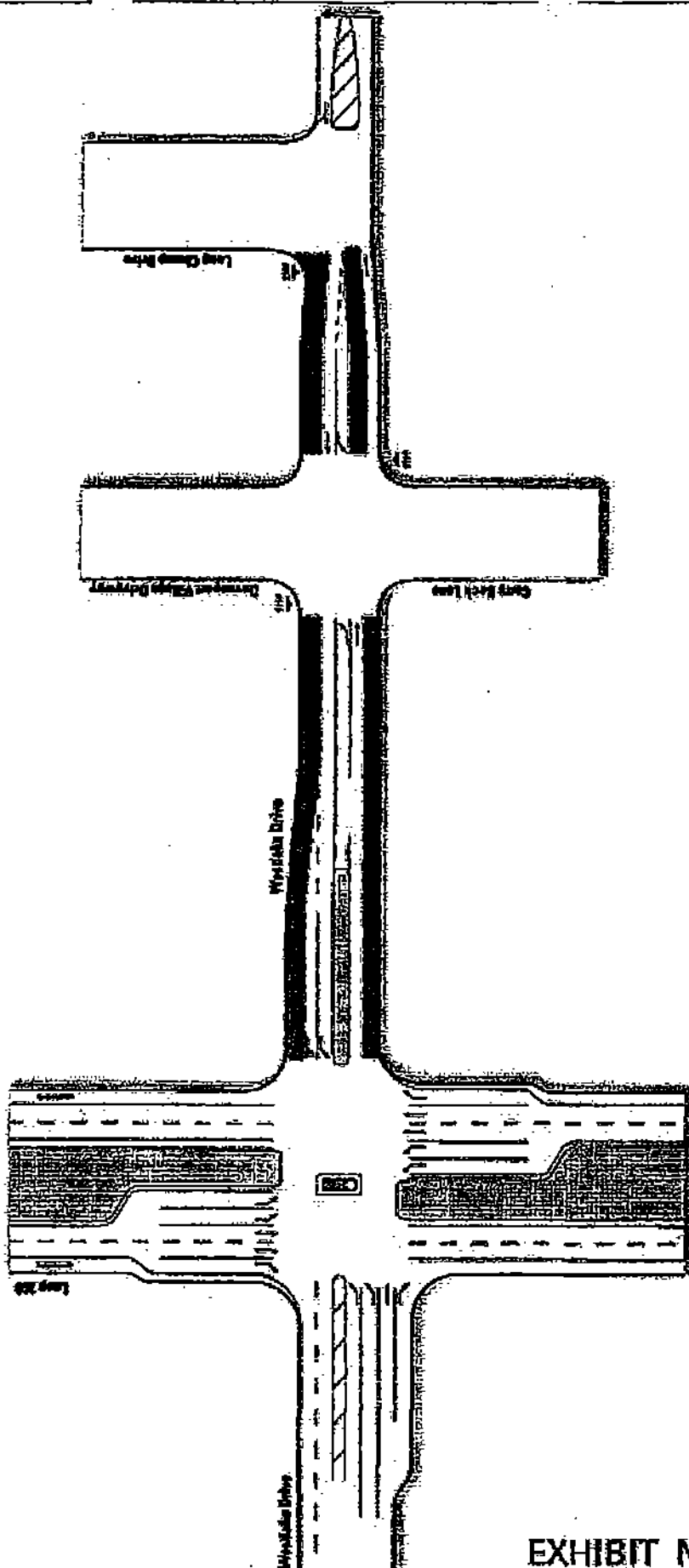


EXHIBIT N



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Sep 28 12:29 PM 2005179919

WILLIAMS L \$184.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANT**

This FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT (this "First Amendment") is made and entered into as of the ____ day of _____, 2007, by and among LG Westlake Limited Partnership, a Texas limited partnership ("Gables") (successor to Gables Realty Limited Partnership, a Delaware limited partnership), Robert D. Wunsch ("Owner"), and the Davenport/Bunny Run Alliance, Inc., a Texas non-profit corporation (the "Neighborhood Party"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated herein.

WHEREAS, Gables Realty Limited Partnership, a Delaware limited partnership acquired all that certain 31.852 acre tract of land located in the City of Austin, Travis County, Texas, identified as Tract D-1, D-1A and Tract E-16 of the Davenport West PUD (the "Property"), which Property is more particularly described in Exhibit "A" to the Declaration of Restrictive Covenant recorded in Document Number 2005179919, Official Public Records of Travis County, Texas ("Original Declaration") from the Protestant Episcopal Church Council of the Diocese of Texas, a Texas non-profit corporation (the "Diocese") after the recording of the Original Declaration;

WHEREAS, the Neighborhood Party is the beneficiary of the covenants imposed on the Property for the benefit of the real property owned by the members of the Neighborhood Party; and

WHEREAS, Gables has sold and conveyed a portion of the Property to Owner by virtue of that Special Warranty Deed recorded in Document Number 2006090707, Official Public Records of Travis County, Texas, described as Tract D-1A in the Original Declaration and now platted as Lot 1A, Block D, Final Plat of Tract F Section 4 of Block D, Lots 1, 1-A and Block E Lot 16, Davenport Ranch West PUD, according to the map or plat thereof recorded in Document Number 200600123, Official Public Records of Travis County, Texas, such portion of the Property also being referred to as the Service Station Tract in the Original Declaration;

WHEREAS, Gables remains the owner of the Multi Family Tract as defined in the Original Declaration; and

WHEREAS, the Parties desire to amend the Original Declaration with respect to the use covenants contained in Section 1.2 and the design and construction of the Westlake Drive Extension.

NOW THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the Parties hereby amend the Original Declaration as follows:

1. Article 1 Section 1.2 of the Original Declaration is hereby deleted in its entirety and shall have no further force and effect and shall be replaced with the following amended Article 1 Section 1.2 to hereinafter read as follows:

"1.2 Tract D-1A Use-Service Station Tract: The approximately 1.74 acre tract located at the southeast corner of Tract D-1 at the intersection of Westlake Drive Extension and Loop 360, shall be zoned to accommodate use as a service station/convenience market and professional office space pursuant to this Section 1.2. The final configuration and size of said Service Station Tract has been platted as a separate lot from the Multi-Family Tract. Owner is not obligated to develop Tract D-1A, but if Tract D-1A is developed, it shall be initially developed as a service station/convenience market and a professional office space as described in this Section 1.2. Any subsequent development of Tract D-1A may include another use permitted under the "GR" zoning district (except for those uses listed on Exhibit "C" of said Original Declaration, which shall be prohibited on Tract D-1A), but shall otherwise comply with the architectural standards of the Original Declaration. (References herein to "zoning district" means as described in the Austin Land Development Code in effect on the date of the Original Declaration).

1.2.1 Goods and Services. The Service Station Tract shall be subdivided from Tract D-1 so that it may include a gas island with up to eight (8) unassisted self-service pumps and the underground storage tanks necessary to support those pumps, and a maximum 8,000 square feet of heated and cooled building space, which building space (i.) may contain a coffee and/or sandwich shop on the main level and professional office space with a conference room on the second level, and (ii) shall contain a minimum 3,000 square foot convenience market. The convenience market shall sell basic grocery and dry goods as described on Exhibit "D" attached to the Original Declaration and may sell alcoholic beverages subject to appropriate licensing.

The conference room in the professional office space shall be made available to the Neighborhood Party at no cost between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday and will not be available on holidays or when the professional office is closed. The Neighborhood Party or any of its member organizations may make room reservations to conduct organization business. Any adult member of said member organizations may make room reservations for professional business meetings. By mutual written agreement, the Neighborhood Party and Owner for any lawful reason may exclude any party from use of the conference room. A written reservation request, not to exceed twelve (12) reservations for any entity per year, shall be delivered to Owner of the Service Station Tract or its successor in title in accordance with the notice provision of Section 2.2 of this Declaration and the Office Tenant (if the office space is occupied by someone other than the Owner) not less than 24 hours prior to the date and time the conference room reservation is desired. Owner and the Neighborhood Party reserve the right to change the method of notice for reservation of the conference room, to change the

hours of availability of the room, or to change other provisions for the use of the conference room specified in this section, by mutual written agreement.

- 1.2.2 Hours. The service station and convenience market hours of operation shall not exceed the hours of 5:00 a.m. to 10:00 p.m.; provided the gas pumps may continue to operate on a strictly self-service basis and provided further that the service station and convenience market/sandwich shop hours may be extended from 5:00 a.m. to 11:00 p.m. on Friday and Saturday only. The professional office space shall not be subject to any limitation on hours of operation.
- 1.2.3 Roof. Notwithstanding the requirements below regarding aesthetic requirements for all roof and exteriors of all buildings on the Property, the service station canopy covering the gas pumps may be pitched or flat.
- 1.2.4 Driveway Access. The Service Station Tract shall have driveway access for ingress and egress on Loop 360 and on the Westlake Drive Extension (as defined below)."

2. Notwithstanding anything to the contrary contained in the Original Declaration, the Westlake Drive Extension shall be constructed by Gables to include the median break more particularly described on Exhibit A attached hereto (the "Median Break"), subject to the following terms and conditions:

(a) All costs and expenses associated with construction of the Median Break (collectively, the "Median Break Costs"), including but not limited to design, permit, process and plan costs, change order costs, increased construction costs, attorney's fees and document preparation, shall be at Owner's sole cost and expense. Any additional Median Break Costs which exceed the amount of the Median Break Payment ("Excess Median Break Costs") shall be paid by Owner. If any Excess Median Break Costs are incurred by Gables, Owner shall reimburse Gables for such costs within fifteen (15) days after receipt of an invoice detailing such costs.

(b) Owner agrees to request of the City of Austin and TXDOT signage to restrict U turns at the Median Break and at the end of the Median extending into the right-of-way of Loop 360 and to support all Neighborhood Party requests for such signage upon requests by the Neighborhood Party.

3. Except as amended herein by this First Amendment, the Original Declaration shall remain in full force and effect as originally adopted.

4. Capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Original Declaration.

5. This First Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this First Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date first above written.

[SIGNATURE PAGES OF OWNER, GABLES, AND NEIGHBORHOOD PARTY FOLLOW]

OWNER OF LOT D1-A

Robert D. Wunsch
Robert D. Wunsch

Date: _____

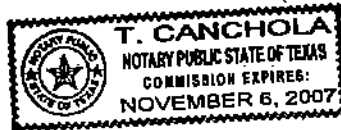
STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 24 day of January,
2007, by Robert D. Wunsch.

T. Canchola
Notary Public, in and for The State of Texas



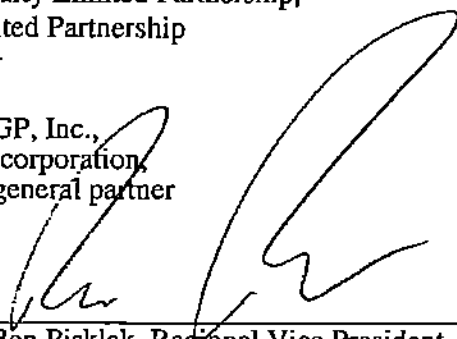
[Signatures Continue]

LG WESTLAKE LIMITED PARTNERSHIP,
a Texas limited partnership

By: Gables Realty GP, LLC,
a Texas limited liability company
Its general Partner


By: Lion Gables Realty Limited Partnership,
a Delaware limited Partnership
Its sole member

By: Gables GP, Inc.,
a Texas corporation,
its sole general partner

By: 
Ben Pisklak, Regional Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of January, 2007,
by Ben Pisklak, Regional Vice President of Gables GP, Inc., a Texas corporation, sole general
partner of Lion Gables Realty Limited Partnership, a Delaware limited partnership, sole member
of Gables Realty GP, LLC, a Texas limited liability company, its general partner on behalf of
said corporation and limited partnerships.


Notary Public, in and for The State of Texas

[Signatures Continue]



DAVENPORT/BUNNY RUN ALLIANCE, INC.,
a Texas non-profit corporation

By: _____

Stephen A. Wagh, Its President

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 24 day of January, 2007,
by Stephen A. Wagh, President of Davenport/Bunny Run Alliance, Inc., a Texas non-profit
corporation, on behalf of said non-profit corporation.



Notary Public, in and for the State of Texas

After Recording, Please Return To:
Terrence L. Irion
2224 Walsh Tarlton, Suite 210
Austin, Texas 78746

Westlake Drive Median Break

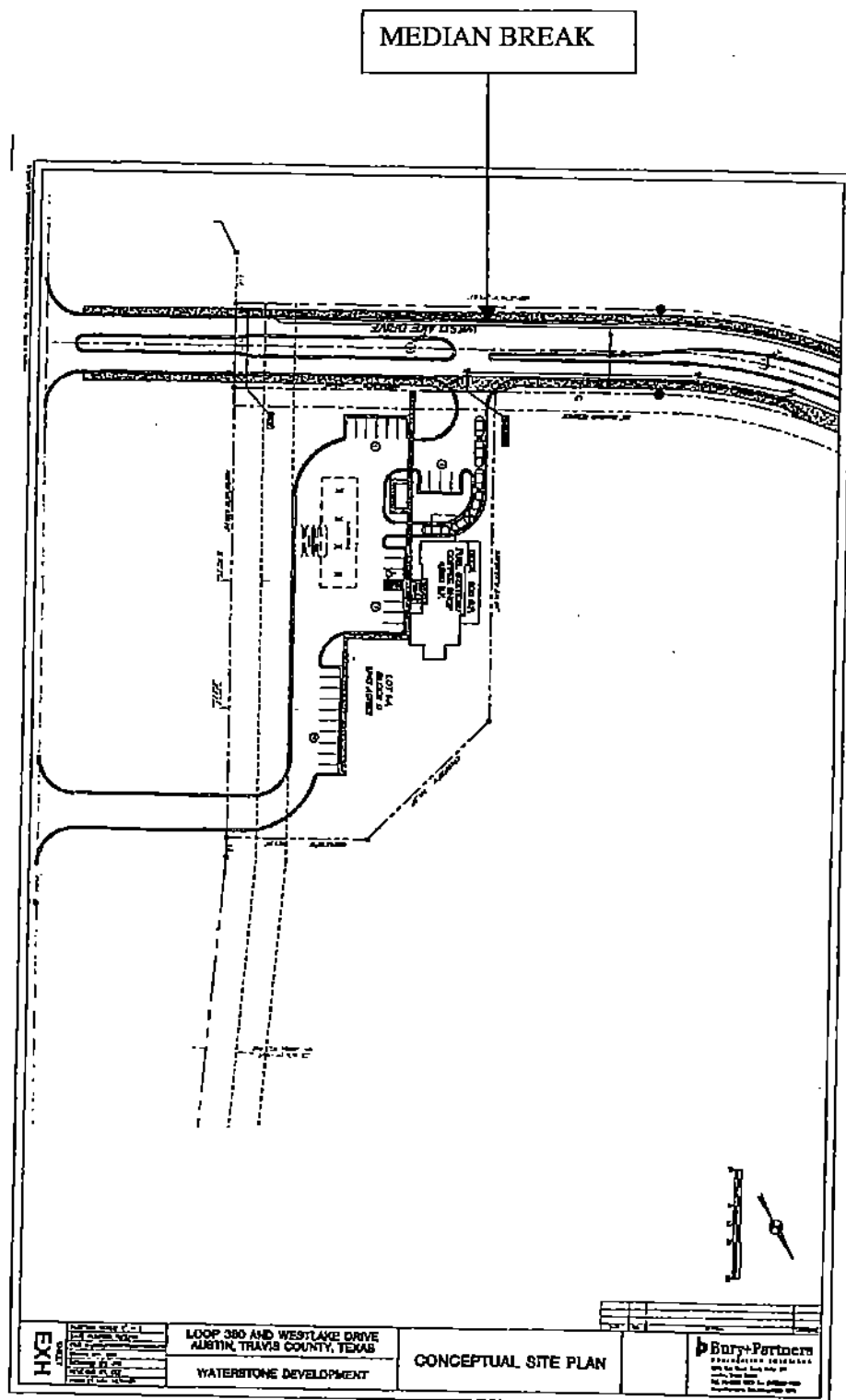
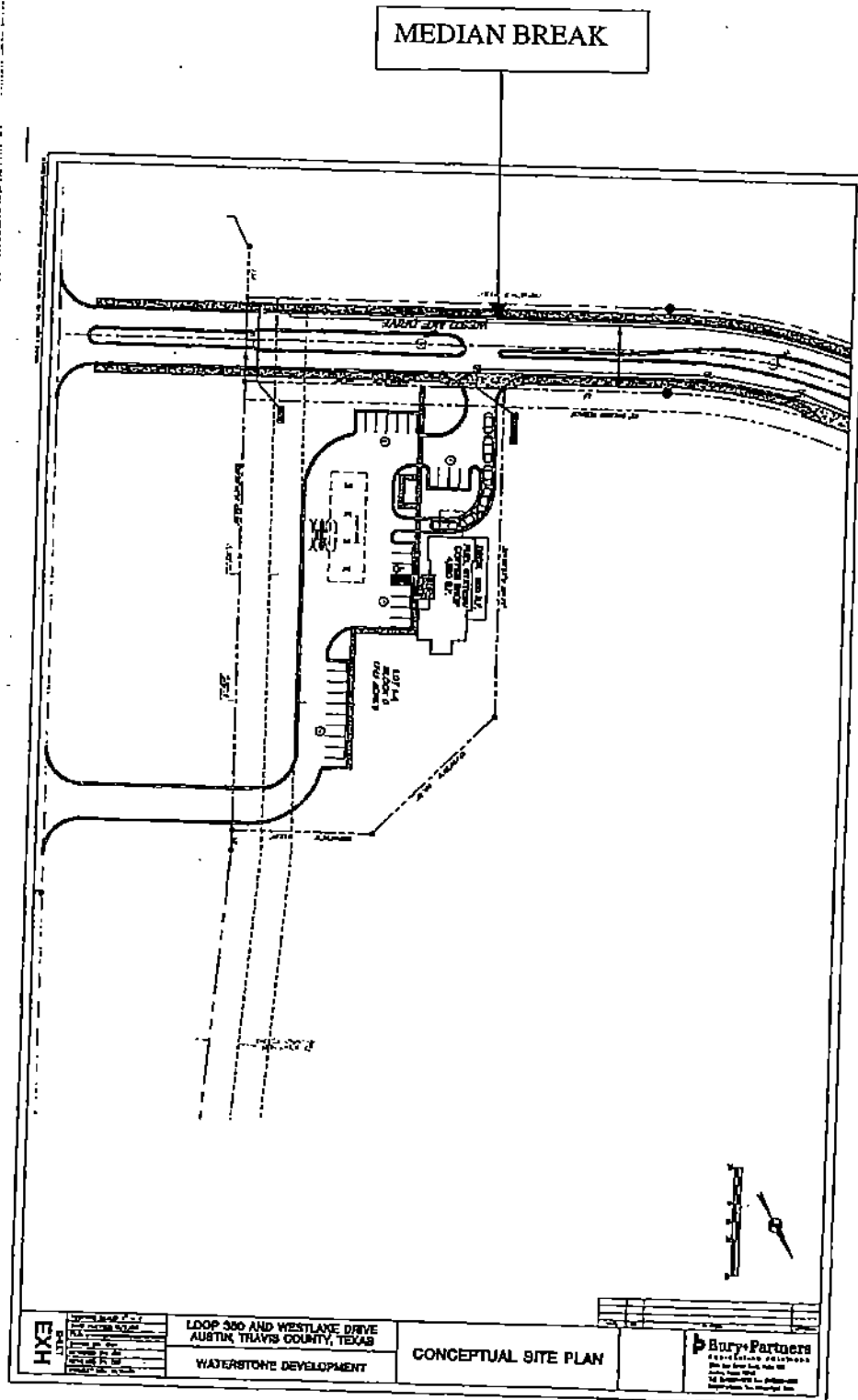


Exhibit A

Westlake Drive Median Break



ORIGINAL
FILED FOR RECORD

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Jan 29 02:09 PM 2007015075

BENAVIDESV \$48.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Feb1, 2007

City of Austin
P.O. Box 1088
Austin, TX 78701

Re: C814-88-0001.09
3300-3328 Block of N Capital of Texas Hwy

Dear Commissioners and Council members:

Davenport/Bunny Run Alliance (DBRA) is supporting Bob Wunsch's case C814-88-0001.09 to develop a gas, convenience, and office building on Lot D1A in the Davenport Ranch West P.U.D. Our understanding is that this case does not address any improvements or entitlements for Lot D1 or Lot E16.

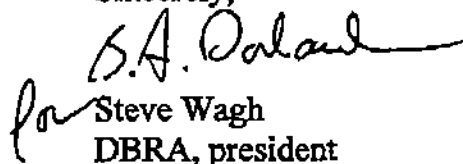
Our private restrictive covenant between DBRA and Mr. Wunsch was amended and recorded with the Travis County clerk on Jan 29, 2007, #2007015075.

We support the amendment of the P.U.D. Ordinance in order to accommodate Mr. Wunsch's project on Lot D1A and understand the following items to be addressed for Lot D1A:

- 1) Modify the trips per day of the TIA.
- 2) Modify the impervious cover on slopes.
- 3) Allow the construction of an 8000 square foot building.
- 4) Modify the floor to area ratio.
- 5) Allow a maximum height of 47'.

In addition, both DBRA and Mr. Wunsch will jointly request No U-turn signs to be installed at both the median break and at the end of the median of Westlake Dr Extension, C8-05-0230-1B, now under construction.

Sincerely,


for Steve Wagh
DBRA, president

Feb1, 2007

City of Austin
P.O. Box 1088
Austin, TX 78701

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3300-3328 Block of N Capital of Texas Hwy

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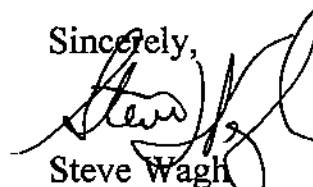
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Sincerely,



Steve Wagh
DBRA, president